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

Lori A. Shibillette
Commissioner

Katja S. Fox
Director

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

July 27, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed in bold below to continue providing Rapid Response crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals, by exercising contract renewal options by increasing the total price limitation by \$2,032,630 from \$1,731,950 to \$3,764,580 and extending the completion dates from August 19, 2021 to May 31, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original agreements were approved by the Governor on June 23, 2020, and presented to the Executive Council on July 15, 2020, as Informational Item #T.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Northern Human Services	177222	Conway, Region 1	\$173,195	\$281,040	\$454,235
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	\$173,195	\$281,040	\$454,235
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$173,195	\$173,195	\$346,390
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$173,195	\$281,040	\$454,235
Monadnock Family Services	177510	Keene, Region 5	\$173,195	\$173,195	\$346,390

Greater Nashua Mental Health	154112	Nashua, Region 6	\$173,195	\$0	\$173,095
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	\$173,195	\$0	\$173,195
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$173,195	\$281,040	\$454,235
Community Partners of Strafford County Foundation	177278	Dover, Region 9	\$173,195	\$281,040	\$454,235
The Mental Health Center for Southern New Hampshire	174116	Derry Region 10	\$173,195	\$281,040	\$454,235
		Total:	\$1,731,950	\$2,032,630	\$3,764,580

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

See attached fiscal details.

EXPLANATION

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

This request includes eight (8) of the ten (10) contracts for Rapid Response services. The Department anticipates the remaining two (2) contracts will be presented to the Governor and Executive Council at a future meeting once the executed contract documents are received from the remaining two (2) vendors.

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

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

The Department continues to monitor contracted services by:

- Actively and regularly collaborating with the vendors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- Requesting key data and metrics that include client-level demographic, performance and service data.
- Participating in monthly meetings with Project Directors to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for approximately 9 ½ months of the two (2) years available.

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

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,



Lori A. Shibinette
Commissioner

Fiscal Details for Rapid Response Contracts

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

Fiscal Details for Rapid Response Contracts

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

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

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

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

The Mental Health Center for Southern New Hampshire (Vendor Code 174118-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00
		Total		1,731,950.00	2,032,630.00	3,764,580.00

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

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Northern Human Services ("the Contractor").

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

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

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

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

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

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

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

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

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

7/30/2021

Date

DocuSigned by:
Katja Fox
ED9D05B04C83442

Name: Katja Fox
Title: Director

7/29/2021

Date

Northern Human Services
DocuSigned by:
Madelene Costello
D3A0F40D02E940F

Name: Madelene Costello
Title: Board President

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

OFFICE OF THE ATTORNEY GENERAL

7/30/2021

Date

DocuSigned by:
Takhmina Rakhmatova
FDE521C825C34AC
Name: Takhmina Rakhmatova
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHERN HUMAN SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62362

Certificate Number : 0005348730



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, James Salmon, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Northern Human Services.
(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 January 25, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

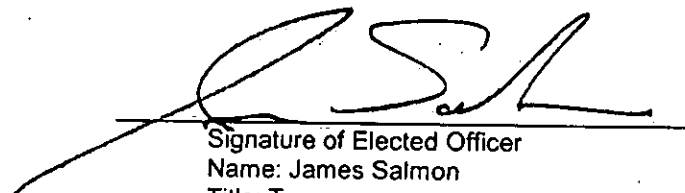
VOTED: That Madelene Costello, President (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 7.22.21


Signature of Elected Officer
Name: James Salmon
Title: Treasurer

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2021

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Christine.skehan
	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
	E-MAIL ADDRESS: Christine.skehan@usi.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Philadelphia Insurance Company 32204
INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2255726	03/31/2021	03/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2255722	03/31/2021	03/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB761993	03/31/2021	03/31/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Profession Liab			PHPK2255726	03/31/2021	03/31/2022	\$1,000,000/\$3,000,000
A	Physician Prof			PHPK2255726	03/31/2021	03/31/2022	\$1,000,000/\$3,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER State of NH Department of Health and Human Services (DHHS) 129 Pleasant St Concord, NH 03301	CANCELLATION 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 

Statement of Mission

“To assist and advocate for people affected by mental illness, developmental disabilities and related disorders in living meaningful lives.”

Statement of Vision

Everyone who truly needs our services can receive them, as we strive to meet ever-changing needs through advocacy, innovation, collaboration and skill.

Financial Statements

NORTHERN HUMAN SERVICES, INC.

**FOR THE YEARS ENDED JUNE 30, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

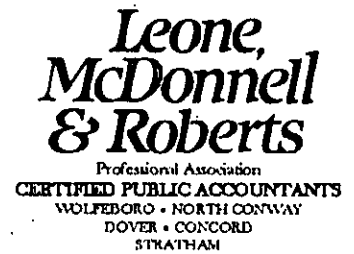
CERTIFIED PUBLIC ACCOUNTANTS

NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2020 AND 2019

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To the Board of Directors of
Northern Human Services, Inc.
Conway, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2020.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

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

Report on Summarized Comparative Information

We have previously audited Northern Human Services, Inc.'s June 30, 2019 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 22, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional revenues and expenses on pages 26 – 34 and schedule of expenditures of federal awards on page 35, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 20, 2021, on our consideration of Northern Human Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Northern Human Services, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Northern Human Services, Inc.'s internal control over financial reporting and compliance.

Leon, McDonnell & Roberts
Professional Association

January 20, 2021
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents, undesignated	\$ 13,898,376	\$ 11,282,632
Cash and cash equivalents, board designated	318,202	318,202
Accounts receivable, less allowance of \$311,000 and \$328,000 for 2020 and 2019, respectively	2,431,296	1,965,991
Grants receivable	515,878	227,519
Assets, limited use	724,596	501,911
Prepaid expenses and deposits	<u>193,859</u>	<u>295,077</u>
Total current assets	<u>18,082,207</u>	<u>14,591,332</u>
PROPERTY AND EQUIPMENT, NET	<u>261,407</u>	<u>364,455</u>
OTHER ASSETS		
Investments	2,064,316	1,966,886
Cash value of life insurance	<u>452,278</u>	<u>432,585</u>
Total other assets	<u>2,516,594</u>	<u>2,399,471</u>
Total assets	<u>\$ 20,860,208</u>	<u>\$ 17,355,258</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 1,589,607	\$ 490,183
Accrued payroll and related liabilities	1,522,001	1,506,716
Compensated absences payable	794,893	743,136
Other grants payable	187,352	112,182
Refundable advances	132,500	197,017
Deferred revenue	101,857	431,341
Refundable advances, maintenance of effort	339,562	391,458
Client funds held in trust	397,289	169,364
Due to related party	<u>58,112</u>	<u>48,423</u>
Total liabilities	<u>5,123,173</u>	<u>4,089,820</u>
NET ASSETS		
Net assets without donor restrictions		
Undesignated	15,162,607	12,691,772
Board designated	<u>318,202</u>	<u>318,202</u>
Total net assets without donor restrictions	15,480,809	13,009,974
Net assets with donor restrictions	<u>256,226</u>	<u>255,464</u>
Total net assets	<u>15,737,035</u>	<u>13,265,438</u>
Total liabilities and net assets	<u>\$ 20,860,208</u>	<u>\$ 17,355,258</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Total</u>	<u>2019 Summarized</u>
PUBLIC SUPPORT				
State and federal grants	\$ 2,169,389	\$ -	\$ 2,169,389	\$ 1,131,728
Other public support	591,205	-	591,205	603,307
Local and county support	405,607	-	405,607	442,733
Donations	<u>22,671</u>	<u>-</u>	<u>22,671</u>	<u>26,990</u>
Total public support	<u>3,188,872</u>	<u>-</u>	<u>3,188,872</u>	<u>2,204,758</u>
REVENUES				
Program service fees	41,907,391	-	41,907,391	38,997,170
Production income	327,416	-	327,416	456,617
Other revenues	<u>266,938</u>	<u>-</u>	<u>266,938</u>	<u>382,737</u>
Total revenues	<u>42,501,745</u>	<u>-</u>	<u>42,501,745</u>	<u>39,836,524</u>
Total public support and revenues	<u>45,690,617</u>	<u>-</u>	<u>45,690,617</u>	<u>42,041,282</u>
EXPENSES				
Program Services:				
Mental health	11,370,057	-	11,370,057	11,010,994
Developmental services	<u>25,774,536</u>	<u>-</u>	<u>25,774,536</u>	<u>24,129,392</u>
Total program services	37,144,593	-	37,144,593	35,140,386
General management	<u>6,283,048</u>	<u>-</u>	<u>6,283,048</u>	<u>5,128,004</u>
Total expenses	<u>43,427,641</u>	<u>-</u>	<u>43,427,641</u>	<u>40,268,390</u>
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	<u>2,262,976</u>	<u>-</u>	<u>2,262,976</u>	<u>1,772,892</u>
NON-OPERATING INCOME				
Investment return	113,984	-	113,984	93,900
Gain on sale of property	3,500	-	3,500	-
Change in cash value of life insurance	19,693	-	19,693	18,808
Interest income	69,233	2,211	71,444	92,269
Net assets released from restrictions	<u>1,449</u>	<u>(1,449)</u>	<u>-</u>	<u>-</u>
Total non-operating income	<u>207,859</u>	<u>762</u>	<u>208,621</u>	<u>204,977</u>
Change in net assets	2,470,835	762	2,471,597	1,977,869
NET ASSETS, BEGINNING OF YEAR	<u>13,009,974</u>	<u>255,464</u>	<u>13,265,438</u>	<u>11,287,569</u>
NET ASSETS, END OF YEAR	<u>\$ 15,480,809</u>	<u>\$ 256,226</u>	<u>\$ 15,737,035</u>	<u>\$ 13,265,438</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 2,471,597	\$ 1,977,869
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	181,884	203,721
Unrealized (gain) loss on investments	(9,790)	30,002
Realized gain on investments	(57,410)	(81,524)
Gain on sale of property	(3,500)	-
Change in cash value of life insurance	(6,288)	(6,129)
(Increase) decrease in assets:		
Accounts receivable	(465,305)	(534,267)
Grants receivable	(288,359)	(123,775)
Assets, limited use	(222,685)	118,040
Prepaid expenses and deposits	101,218	(814)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	1,099,424	119,731
Accrued payroll and related liabilities	15,285	(204,854)
Compensated absences payable	51,757	39,110
Other grants payable	75,170	42,381
Refundable advances	(64,517)	(140,909)
Deferred revenue	(329,484)	315,656
Refundable advances, maintenance of effort	(51,896)	(580,064)
Client funds held in trust	227,925	(125,503)
Due to related party	9,689	3,734
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>2,734,715</u>	<u>1,052,405</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(83,336)	(40,833)
Proceeds from sale of property	8,000	-
Purchases of investments	(302,115)	(449,908)
Proceeds from sales of investments	318,669	457,019
Reinvested dividends	(46,784)	(42,378)
Change in cash value of life insurance	(13,405)	(12,679)
NET CASH USED IN INVESTING ACTIVITIES	<u>(118,971)</u>	<u>(88,779)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	2,615,744	963,626
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>11,600,834</u>	<u>10,637,208</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 14,216,578</u>	<u>\$ 11,600,834</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental Health</u>	<u>Developmental Services</u>	<u>Subtotals</u>	<u>General Management</u>	<u>2020 Total</u>	<u>2019 Summarized</u>
EXPENSES						
Salaries and wages	\$ 7,256,309	\$ 7,288,247	\$ 14,544,556	\$ 3,803,080	\$ 18,347,636	\$ 18,504,225
Employee benefits	1,443,451	2,006,173	3,449,624	862,879	4,312,503	4,031,156
Payroll taxes	511,611	505,954	1,017,565	242,248	1,259,813	1,297,577
Client wages	108,499	98,994	207,493	-	207,493	266,295
Professional fees	206,342	13,952,776	14,159,118	770,902	14,930,020	11,428,062
Staff development and training	19,191	19,969	39,160	5,295	44,455	69,802
Occupancy costs	604,577	510,258	1,114,835	183,890	1,298,725	1,306,350
Consumable supplies	196,136	206,721	402,857	59,328	462,185	515,745
Equipment expenses	105,910	141,286	247,196	45,942	293,138	302,932
Communications	131,115	118,675	249,790	47,935	297,725	283,129
Travel and transportation	189,477	646,801	836,278	30,874	867,152	1,100,741
Assistance to individuals	1,961	77,038	78,999	140	79,139	113,138
Insurance	51,989	73,139	125,128	27,835	152,963	150,487
Membership dues	24,205	16,785	40,990	87,476	128,466	127,194
Bad debt expense	508,139	108,562	616,701	-	616,701	750,495
Other expenses	<u>11,145</u>	<u>3,158</u>	<u>14,303</u>	<u>115,224</u>	<u>129,527</u>	<u>21,062</u>
Total expenses	<u>\$ 11,370,057</u>	<u>\$ 25,774,536</u>	<u>\$ 37,144,593</u>	<u>\$ 6,283,048</u>	<u>\$ 43,427,641</u>	<u>\$ 40,268,390</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Non-Specialized <u>Outpatient</u>	State Eligible Adult <u>Outpatient</u>	Outpatient <u>Contracts</u>	Children and <u>Adolescents</u>
EXPENSES				
Salaries and wages	\$ 305,785	\$ 895,118	\$ 277,034	\$ 845,154
Employee benefits	51,579	117,088	55,526	146,560
Payroll taxes	21,592	60,436	19,730	59,273
Client wages	-	-	-	-
Professional fees	15,807	21,234	7,117	32,118
Staff development and training	885	6,337	728	3,136
Occupancy costs	30,785	56,343	19,900	44,634
Consumable supplies	15,456	11,165	3,185	10,122
Equipment expenses	8,260	9,410	3,201	7,617
Communications	22,116	19,573	2,874	9,403
Travel and transportation	48	1,588	4,351	23,661
Assistance to individuals	57	70	-	375
Insurance	3,556	7,493	2,719	6,053
Membership dues	2,277	4,753	1,350	4,675
Bad debt expense	10,441	67,115	301	24,825
Other expenses	64	130	646	187
	<u>64</u>	<u>130</u>	<u>646</u>	<u>187</u>
Total expenses	<u>\$ 488,708</u>	<u>\$ 1,277,853</u>	<u>\$ 398,662</u>	<u>\$ 1,217,793</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Emergency Services</u>	<u>Other Non-BBH</u>	<u>Integrated Health Grant</u>	<u>Bureau of Drug & Alcohol Services</u>
EXPENSES				
Salaries and wages	\$ 505,435	\$ 283,877	\$ 28,654	\$ 134,646
Employee benefits	93,382	67,793	4,005	25,594
Payroll taxes	34,701	19,752	2,206	9,531
Client wages	-	-	-	-
Professional fees	11,933	9,757	11,273	1,282
Staff development and training	778	2,067	-	761
Occupancy costs	29,465	13,355	32,920	4,227
Consumable supplies	5,302	3,872	16,827	635
Equipment expenses	7,086	2,270	320	636
Communications	24,475	2,340	-	639
Travel and transportation	1,145	7,452	239	491
Assistance to individuals	47	6	-	-
Insurance	4,062	1,675	-	569
Membership dues	1,270	567	-	884
Bad debt expense	29,523	1,242	-	4,566
Other expenses	52	40	-	7
	<u>52</u>	<u>40</u>	<u>-</u>	<u>7</u>
Total expenses	<u>\$ 748,656</u>	<u>\$ 416,065</u>	<u>\$ 96,444</u>	<u>\$ 184,468</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
EXPENSES:				
Salaries and wages	\$ 249,297	\$ 144,044	\$ 50,325	\$ 801,809
Employee benefits	43,679	33,545	13,087	163,766
Payroll taxes	17,304	14,036	3,796	57,497
Client wages	-	49,568	-	-
Professional fees	3,125	3,251	902	20,513
Staff development and training	696	108	8	578
Occupancy costs	-	12,105	2,288	44,080
Consumable supplies	2,532	3,870	19,248	11,920
Equipment expenses	6,233	2,020	622	9,417
Communications	2,911	1,827	239	8,461
Travel and transportation	5,482	10,523	-	41,138
Assistance to individuals	-	-	-	63
Insurance	-	1,312	474	6,908
Membership dues	-	419	148	2,263
Bad debt expense	1,598	1,772	4,400	151,290
Other expenses	8,859	580	7	171
	<u>\$ 341,716</u>	<u>\$ 278,980</u>	<u>\$ 95,544</u>	<u>\$ 1,319,874</u>
Total expenses				

See Notes to Financial Statements

Continued

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Supportive <u>Living</u>	Community <u>Residences</u>	Bridge <u>Grant</u>	Victims of Crime Act <u>Program</u>
EXPENSES				
Salaries and wages	\$ 641,565	\$ 749,341	\$ 36,098	\$ 377,776
Employee benefits	173,092	200,077	6,857	68,157
Payroll taxes	45,567	52,339	2,599	24,593
Client wages	-	-	-	-
Professional fees	15,281	5,383	570	8,559
Staff development and training	463	61	221	1,480
Occupancy costs	39,828	43,829	117,842	22,749
Consumable supplies	12,497	27,012	1,075	4,227
Equipment expenses	7,698	10,894	131	3,878
Communications	6,425	11,231	-	3,524
Travel and transportation	41,185	4,565	1,991	6,297
Assistance to individuals	684	624	-	21
Insurance	6,671	2,134	-	3,114
Membership dues	2,123	645	-	972
Bad debt expense	52,421	13,832	-	8,403
Other expenses	164	91	-	39
	<u>1,045,664</u>	<u>1,122,058</u>	<u>167,384</u>	<u>533,789</u>
Total expenses	<u>\$ 1,045,664</u>	<u>\$ 1,122,058</u>	<u>\$ 167,384</u>	<u>\$ 533,789</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ACT</u> <u>Team</u>	<u>Other</u> <u>Mental Health</u> <u>Programs</u>	<u>Total</u> <u>Mental Health</u> <u>Programs</u>	<u>2019</u> <u>Summarized</u>
EXPENSES				
Salaries and wages	\$ 877,567	\$ 52,784	\$ 7,256,309	\$ 6,877,783
Employee benefits	169,573	10,091	1,443,451	1,347,375
Payroll taxes	58,250	8,409	511,611	485,191
Client wages	-	58,931	108,499	126,389
Professional fees	37,016	1,221	206,342	232,781
Staff development and training	843	41	19,191	25,417
Occupancy costs	66,852	23,375	604,577	534,882
Consumable supplies	8,038	39,153	196,136	210,246
Equipment expenses	6,331	19,886	105,910	108,075
Communications	7,288	7,789	131,115	124,747
Travel and transportation	35,310	4,011	189,477	248,647
Assistance to individuals	14	-	1,961	3,676
Insurance	4,964	285	51,989	53,176
Membership dues	1,771	88	24,205	27,022
Bad debt expense	135,984	426	508,139	604,579
Other expenses	47	61	11,145	1,008
	<u>47</u>	<u>61</u>	<u>11,145</u>	<u>1,008</u>
Total expenses	<u>\$ 1,409,848</u>	<u>\$ 226,551</u>	<u>\$ 11,370,057</u>	<u>\$ 11,010,994</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Independent Living Services</u>
EXPENSES					
Salaries and wages	\$ 611,199	\$ 62,146	\$ 2,706,030	\$ 474,436	\$ 86,624
Employee benefits	173,293	10,827	910,093	85,514	19,059
Payroll taxes	41,854	4,497	194,832	34,127	6,481
Client wages	-	-	87,760	-	-
Professional fees	188,830	257	151,700	162,415	17,303
Staff development and training	862	20	3,463	3,459	167
Occupancy costs	47,971	1,916	244,066	10,098	4,459
Consumable supplies	12,294	574	56,198	7,432	865
Equipment expenses	6,925	465	87,752	3,955	1,160
Communications	4,605	230	40,746	18,682	721
Travel and transportation	17,314	1,399	431,982	74,034	2,204
Assistance to individuals	1	-	25,799	45	-
Insurance	5,769	458	31,646	4,378	1,090
Membership dues	16	4	11,587	97	3
Bad debt expense	-	-	4,203	93,990	7,099
Other expenses	396	6	1,960	55	30
	<u>396</u>	<u>6</u>	<u>1,960</u>	<u>55</u>	<u>30</u>
Total expenses	<u>\$ 1,111,329</u>	<u>\$ 82,799</u>	<u>\$ 4,989,817</u>	<u>\$ 972,717</u>	<u>\$ 147,265</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
EXPENSES					
Salaries and wages	\$ 1,897,667	\$ -	\$ 227,899	\$ 834,567	\$ 15,082
Employee benefits	502,042	-	64,731	155,677	4,309
Payroll taxes	135,041	-	16,066	45,411	1,060
Client wages	11,155	-	79	-	-
Professional fees	3,428,066	1,773,295	21,881	1,331,284	1,576,834
Staff development and training	8,694	-	387	1,547	58
Occupancy costs	132,775	-	41,130	3,903	1,613
Consumable supplies	93,846	-	10,528	4,241	10,707
Equipment expenses	28,300	-	2,007	7,043	358
Communications	27,319	-	4,476	16,664	175
Travel and transportation	50,755	-	4,903	54,024	-
Assistance to individuals	461	-	1,093	25,940	515
Insurance	16,029	-	2,292	7,540	316
Membership dues	91	-	3	4,176	-
Bad debt expense	3,270	-	-	-	-
Other expenses	536	-	29	96	4
	<u>\$ 6,336,047</u>	<u>\$ 1,773,295</u>	<u>\$ 397,504</u>	<u>\$ 2,492,113</u>	<u>\$ 1,611,031</u>
Total expenses	<u>\$ 6,336,047</u>	<u>\$ 1,773,295</u>	<u>\$ 397,504</u>	<u>\$ 2,492,113</u>	<u>\$ 1,611,031</u>

See Notes to Financial Statements

Continued

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Acquired Brain Disorder</u>	<u>Other Developmental Services Programs</u>	<u>Total Developmental Services Programs</u>	<u>2019 Summarized</u>
EXPENSES				
Salaries and wages	\$ 18,056	\$ 354,541	\$ 7,288,247	\$ 8,271,846
Employee benefits	10,260	70,368	2,006,173	1,938,195
Payroll taxes	1,186	25,399	505,954	586,023
Client wages	-	-	98,994	139,906
Professional fees	130,609	5,170,302	13,952,776	10,927,612
Staff development and training	51	1,261	19,969	20,925
Occupancy costs	1,111	21,216	510,258	570,870
Consumable supplies	323	9,713	206,721	240,950
Equipment expenses	300	3,021	141,286	159,725
Communications	173	4,884	118,675	116,259
Travel and transportation	899	9,287	646,801	809,689
Assistance to individuals	-	23,184	77,038	108,288
Insurance	269	3,352	73,139	72,670
Membership dues	-	808	16,785	18,036
Bad debt expense	-	-	108,562	145,916
Other expenses	3	43	3,158	2,482
	<u>3</u>	<u>43</u>	<u>3,158</u>	<u>2,482</u>
Total expenses	<u>\$ 163,240</u>	<u>\$ 5,697,379</u>	<u>\$ 25,774,536</u>	<u>\$ 24,129,392</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

Basis of Accounting

The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor restrictions.

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

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

As of June 30, 2020 and 2019, the Organization had net assets with donor restrictions and net assets without donor restrictions.

Accounting Estimates

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

Contributions

All contributions are considered to be available for use without donor restrictions unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as support with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

It is the policy of the Organization to provide services to all eligible residents of Northern New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions of revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Vehicles	5 – 10 years
Equipment	3 – 10 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Investments

Investments consist of mutual funds and interest-bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

Accrued Earned Time

The Organization has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

Program Service Fee Revenue

The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include reimbursed costs, discounted charges, and per diem payments. Program service fee revenue is reported at the estimated net realizable amounts from clients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with the third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Advertising

The Organization expenses advertising costs as incurred.

Summarized Financial Information

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 accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

FASB ASC 740, Accounting for Income Taxes, establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements, and is effective for Northern Human Services' current year. Management has analyzed Northern Human Services' tax positions taken on its information returns for all open tax years (tax years ending June 30, 2018 – 2020), and has concluded that no additional provision for income tax is required in Northern Human Services' financial statements.

New Accounting Pronouncement

During the year, the Organization adopted the provisions of FASB ASU 2018-08, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction and would follow the guidance under ASU 2014-09 (FASB ASC Topic 606). If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the year ending June 30, 2020 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

2. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 14,243,428	\$ 11,600,834
Accounts receivable, net	2,431,296	1,965,991
Grants receivable	515,878	227,519
Assets, limited use	697,746	501,911
Investments	2,064,316	1,966,886
Cash value of life insurance	<u>452,278</u>	<u>432,585</u>
Total financial assets	20,404,942	16,695,726
Less amounts not available to be used within one year:		
Cash and cash equivalents, board designated	318,202	318,202
Client funds held in trust	397,289	169,364
Net assets with donor restrictions	<u>256,226</u>	<u>255,464</u>
Total amounts not available within one year	<u>971,717</u>	<u>743,030</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 19,433,225</u>	<u>\$ 15,952,696</u>

The Organization's goal is generally to maintain financial assets to meet 120 days of operating expenses (approximately \$14,100,000).

3. ASSETS, LIMITED USE

As of June 30, 2020 and 2019, assets, limited use consisted of the following:

	<u>2020</u>	<u>2019</u>
Donor restricted cash	\$ 256,226	\$ 255,464
Client funds held in trust	370,403	170,366
Employee benefits	<u>71,117</u>	<u>76,081</u>
Total assets, limited use	<u>\$ 697,746</u>	<u>\$ 501,911</u>

4. PROPERTY AND DEPRECIATION

As of June 30, 2020 and 2019, property and equipment consisted of the following:

	<u>2020</u>	<u>2019</u>
Vehicles	\$ 633,548	\$ 647,048
Equipment	<u>2,779,836</u>	<u>2,696,501</u>
Total property and equipment	3,413,384	3,343,549
Less accumulated depreciation	<u>3,151,977</u>	<u>2,979,094</u>
Property and equipment, net	<u>\$ 261,407</u>	<u>\$ 364,455</u>

Depreciation expense totaled \$181,884 and \$203,721 for the years ended June 30, 2020 and 2019, respectively.

5. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2020 and 2019:

	<u>2020</u>		<u>2019</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Money Market Funds	\$ 51,642	\$ 51,642	\$ 19,601	\$ 19,601
Mutual Funds:				
Domestic equity funds	721,852	649,349	690,460	599,516
International equity funds	305,407	298,585	302,374	289,349
Fixed income funds	949,227	900,785	901,146	882,426
Other mutual funds	<u>36,188</u>	<u>39,192</u>	<u>53,305</u>	<u>58,506</u>
Total	<u>\$ 2,064,316</u>	<u>\$ 1,939,553</u>	<u>\$ 1,966,886</u>	<u>\$ 1,849,398</u>

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

	<u>2020</u>	<u>2019</u>
<u>Components of Investment Return:</u>		
Interest and dividends	\$ 46,784	\$ 42,378
Unrealized gains (losses) on investments	9,790	(30,002)
Realized gains on investments	<u>57,410</u>	<u>81,524</u>
	<u>\$ 113,984</u>	<u>\$ 93,900</u>

Investment management fees for the years ended June 30, 2020 and 2019 were \$15,350 and \$14,064, respectively, and were netted with investment return.

6. FAIR VALUE MEASUREMENTS

FASB ASC Topic No. 820-10 provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2020 and 2019.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2020 and 2019.

Mutual Funds: All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.

Life Insurance: The surrender value of life insurance is valued at the cash value guaranteed to the policyowner upon cancellation of the life insurance policy. The surrender value is the value of investments less any surrender charges.

The table below segregates all financial assets and liabilities as of June 30, 2020 and 2019 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	<u>2020</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 51,642	\$ -	\$ -	\$ 51,642
Mutual Funds				
Domestic equity funds	721,852	-	-	721,852
International equity funds	305,407	-	-	305,407
Fixed income funds	949,227	-	-	949,227
Other funds	36,188	-	-	36,188
Cash Value of Life Insurance	-	<u>452,278</u>	-	<u>452,278</u>
Total investments at fair value	<u>\$ 2,064,316</u>	<u>\$ 452,278</u>	<u>\$ -</u>	<u>\$ 2,516,594</u>

2019

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 19,601	\$ -	\$ -	\$ 19,601
Mutual Funds				
Domestic equity funds	690,460	-	-	690,460
International equity funds	302,374	-	-	302,374
Fixed income funds	901,146	-	-	901,146
Other funds	53,305	-	-	53,305
Cash Value of Life Insurance	-	<u>432,585</u>	-	<u>432,585</u>
 Total investments at fair value	 <u>\$ 1,966,886</u>	 <u>\$ 432,585</u>	 <u>\$ -</u>	 <u>\$ 2,399,471</u>

7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period. During the year ended June 30, 2020, the Organization increased the discretionary contribution from 2% to 3%. Contributions by the organization totaled \$422,993 and \$276,510 for the years ended June 30, 2020 and 2019, respectively.

8. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended June 30, 2020 and 2019. At June 30, 2020 and 2019, cash balances in excess of FDIC coverage aggregated \$14,030,868 and \$11,239,183, respectively. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

9. CONCENTRATION OF RISK

For the years ended June 30, 2020 and 2019, approximately 87% of the total revenue was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. During the year ended June 30, 2017, the Organization was reapproved as a provider of mental health services with the Bureau of Behavioral Health through August 2021.

Medicaid receivables comprise approximately 87% and 75% of the total accounts receivable balances at June 30, 2020 and 2019, respectively.

10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated \$1,030,701 and \$901,993 for the years ended June 30, 2020 and 2019, respectively.

The approximate future minimum lease payments on the above leases as of June 30, 2020 is as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2021	\$ 941,622
2022	<u>38,973</u>
Total	<u>\$ 980,595</u>

See Note 11 for information regarding lease agreements with a related party.

11. RELATED PARTY TRANSACTIONS

The Organization is related to the nonprofit corporation Shallow River Properties, Inc. (Shallow River) as a result of common board membership. Shallow River was incorporated under the laws of the State of New Hampshire on September 13, 1988, for the purpose of owning, maintaining, managing, selling, and leasing real property associated with the provision of residential, treatment, and administrative services for the clients and staff of the Organization.

The Organization has transactions with Shallow River during its normal course of operations. The significant related party transactions are as follows:

Due to/from Related Party

At June 30, 2020 and 2019, the Organization had a due to Shallow River balance in the amount of \$58,112 and \$48,423, respectively.

Rental Expense

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$770,034 and \$766,575 for the years ended June 30, 2020 and 2019, respectively. The Organization also leases space from a board member for \$1,000 per month.

Management Fee

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated \$74,649 for each of the years ended June 30, 2020 and 2019.

Donation

Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2020 and 2019, Shallow River did not make a donation to the Organization but retained its surplus of \$254,448 and \$246,624, respectively, due to future plans of acquiring a new building and for use in future renovation projects and maintenance costs.

12. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. At June 30, 2020 and 2019, the outstanding capitated payment liability totaled \$339,562 and \$391,458, respectively.

13. COMMITMENTS AND CONTINGENCIES

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the grantor's funds.

Excess funds generated from state and/or Medicaid funded programs may be expended, at the Organization's discretion, to increase or improve service delivery within the program. The excess funds may not be used to increase spending for personnel, professional fees, fringe benefits, or capital expenditures without prior written approval of the State of New Hampshire.

The Organization has contracts with certain third-party payors requiring specific performance to supervise and document certain events relating to client treatment. These agencies periodically audit the performance of the Organization in fulfilling these requirements. If the payments were found not to have been made in compliance with the contracts, the Organization may be required to repay the funds received under the contract.

The Organization ensures its medical malpractice risks on a claims-made basis under a policy, which covers all of its employees. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Contracts with the State of New Hampshire and various federal agencies require that the properties supported be used for certain programs and/or to serve specified client populations. If Shallow River or the Organization should stop using the property to provide services acceptable to these grantors, the grantors would be entitled to all or part of the proceeds from the disposition of the property. These stipulations affect substantially all of the properties owned by Shallow River. The affected amount and the disposition are determined by negotiation with the granting authority at the time the property is sold.

14. NET ASSETS WITH DONOR RESTRICTIONS

At June 30, 2020 and 2019, net assets with donor restrictions consisted of the following:

	<u>2020</u>	<u>2019</u>
Certificates of Deposit – Memorial Fund	\$ 252,417	\$ 252,417
Dream Team Fund	2,962	2,832
Income earned on the Memorial Fund	<u>847</u>	<u>215</u>
Total net assets with donor restrictions	<u>\$ 256,226</u>	<u>\$ 255,464</u>

15. ENDOWMENT FUND AND NET ASSETS WITH DONOR RESTRICTIONS

As a result of the June 30, 2006 merger of The Center of Hope for Developmental Disabilities, Inc. (Center of Hope), with and into the Organization, the Organization assumed responsibility for certain assets of Center of Hope that are subject to charitable restrictions and designated for particular purposes, namely the Memorial Fund (the Fund).

The Fund was created by the Center of Hope in 1989 for the purpose of seeking out and funding experiences that make life more interesting and full for people with disabilities. In or around 1992, additional funds were added to the Fund as a result of a testamentary bequest of Dorothy M. Walters, for the purpose of providing "maintenance funds" for programs for individuals with mental and developmental disabilities. The Center of Hope interpreted the terms of this bequest as consistent with the purpose of the Fund, and the bequest meets the definition of an endowment fund.

The Not-for-Profit Entities Topic of the *FASB ASC (ASC 958-205 and subsections)* intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Organization has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support for life-enhancing activities of eligible individuals. The Organization will only distribute income generated by the fund, leaving the original corpus intact.

In recognition of the prudence required of fiduciaries, the Organization only invests the fund in certificates of deposits, which ensures that a majority of the balance of the Fund is covered by the FDIC. The Organization has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2020 and 2019, the endowment was entirely composed of net assets with donor restrictions.

Changes in endowment net assets (at fair value) as of June 30, 2020 and June 30, 2019 were as follows:

	<u>2020</u>	<u>2019</u>
Certificates of deposit, beginning of year	\$ 252,417	\$ 252,417
Interest income	631	555
Withdrawals	<u>(631)</u>	<u>(555)</u>
Certificates of deposit end of year	<u>\$ 252,417</u>	<u>\$ 252,417</u>

16. LONG TERM CARE STABILIZATION PROGRAM

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute \$300 per week in stipends to full time qualifying front line workers and \$150 per week in stipends to part time qualifying front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund. During the year ended June 30, 2020, the Organization received grant revenue of \$792,055 and expended \$792,055 under the grant through payroll and subcontractor expenses. During its initial implementation, the program ran from April 2020 through July 31, 2020. Subsequent to year end, in November 2020, the program was reinstated.

17. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

18. OTHER EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The COVID-19 impact on the capital markets could also impact the Organization's cost of borrowing. There are certain limitations on the Organization's ability to mitigate the adverse financial impact of these items. As of January 20, 2021, due to the measures put in place to prevent the spread of COVID-19 we are unable to estimate the future performance of the Organization.

19. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 20, 2021, the date the June 30, 2020 financial statements were available for issuance. See Note 18 regarding COVID-19 information.

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental Health</u>	<u>Developmental Services</u>	<u>Subtotals</u>	<u>General Management</u>	<u>2020 Total</u>	<u>2019 Summarized</u>
REVENUES						
Program service fees:						
Client fees	\$ 572,870	\$ 24,870	\$ 597,740	\$ -	\$ 597,740	\$ 778,251
Residential fees	69,223	221,166	290,389	-	290,389	322,703
Blue Cross	182,887	36,243	219,130	-	219,130	213,324
Medicaid	12,177,461	27,575,809	39,753,270	-	39,753,270	36,728,974
Medicare	527,140	-	527,140	-	527,140	491,840
Other insurance	315,887	62,045	377,932	-	377,932	321,906
Local educational authorities	-	128,424	128,424	-	128,424	130,058
Vocational rehabilitation	5,500	7,277	12,777	-	12,777	8,974
Other program fees	589	-	589	-	589	1,140
Production/service income	194,429	132,987	327,416	-	327,416	456,617
Public support:						
Local/county government	403,207	2,400	405,607	-	405,607	442,733
Donations/contributions	2,810	17,512	20,322	2,349	22,671	26,990
Other public support	312,719	-	312,719	-	312,719	343,307
Bureau of Developmental Services and Bureau of Behavioral Health	890,611	296,362	1,186,973	-	1,186,973	848,453
Other federal and state funding:						
HUD	75,565	-	75,565	-	75,565	129,535
Other	109,947	-	109,947	796,904	906,851	153,740
Private foundation grants	273,486	-	273,486	5,000	278,486	260,000
Other revenues	<u>89,605</u>	<u>66,433</u>	<u>156,038</u>	<u>110,900</u>	<u>266,938</u>	<u>382,737</u>
Total revenues	<u>16,203,936</u>	<u>28,571,528</u>	<u>44,775,464</u>	<u>915,153</u>	<u>45,690,617</u>	<u>42,041,282</u>
EXPENSES						
Salaries and wages	\$ 7,256,309	\$ 7,288,247	\$ 14,544,556	\$ 3,803,080	\$ 18,347,636	\$ 18,504,225
Employee benefits	1,443,451	2,006,173	3,449,624	862,879	4,312,503	4,031,156
Payroll taxes	511,611	505,954	1,017,565	242,248	1,259,813	1,297,577
Client wages	108,499	98,994	207,493	-	207,493	266,295
Professional fees	206,342	13,952,776	14,159,118	770,902	14,930,020	11,428,062
Staff development and training	19,191	19,969	39,160	5,295	44,455	69,802
Occupancy costs	604,577	510,258	1,114,835	183,890	1,298,725	1,306,350
Consumable supplies	196,136	206,721	402,857	59,328	462,185	515,745
Equipment expenses	105,910	141,286	247,196	45,942	293,138	302,932
Communications	131,115	118,675	249,790	47,935	297,725	283,129
Travel and transportation	189,477	646,801	836,278	30,874	867,152	1,100,741
Assistance to individuals	1,961	77,038	78,999	140	79,139	113,138
Insurance	51,989	73,139	125,128	27,835	152,963	150,487
Membership dues	24,205	16,785	40,990	87,476	128,466	127,194
Bad debt expense	508,139	108,562	616,701	-	616,701	750,495
Other expenses	<u>11,145</u>	<u>3,158</u>	<u>14,303</u>	<u>115,224</u>	<u>129,527</u>	<u>21,062</u>
Total expenses	<u>11,370,057</u>	<u>25,774,536</u>	<u>37,144,593</u>	<u>6,283,048</u>	<u>43,427,641</u>	<u>40,268,390</u>
EXCESS (DEFICIENCY) OF REVENUES						
OVER EXPENSES	<u>\$ 4,833,879</u>	<u>\$ 2,796,992</u>	<u>\$ 7,630,871</u>	<u>\$ (5,367,895)</u>	<u>\$ 2,262,976</u>	<u>\$ 1,772,892</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Specialized Outpatient</u>	<u>State Eligible Audit Outpatient</u>	<u>Outpatient Contracts</u>	<u>Children and Adolescents</u>
REVENUES				
Program service fees:				
Client fees	\$ 58,882	\$ 112,440	\$ -	\$ 33,774
Residential fees	-	-	-	-
Blue Cross	58,228	48,033	-	61,522
Medicaid	131,890	1,262,868	553,216	2,981,930
Medicare	118,267	336,943	-	-
Other insurance	91,394	146,561	-	49,366
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	269	-
Production/service income	-	-	-	-
Public support:				
Local/county government	104,246	-	-	-
Donations/contributions	2,310	500	-	-
Other public support	-	-	21,980	-
Bureau of Developmental Services and Bureau of Behavioral Health	55,146	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	20	-	-
Private foundation grants	10,500	-	-	-
Other revenues	<u>26,237</u>	<u>149</u>	<u>-</u>	<u>-</u>
Total revenues	<u>657,100</u>	<u>1,907,514</u>	<u>575,465</u>	<u>3,126,592</u>
EXPENSES				
Salaries and wages	\$ 305,785	\$ 895,118	\$ 277,034	\$ 845,154
Employee benefits	51,579	117,088	55,526	146,560
Payroll taxes	21,592	60,436	19,730	59,273
Client wages	-	-	-	-
Professional fees	15,807	21,234	7,117	32,118
Staff development and training	885	6,337	728	3,136
Occupancy costs	30,785	56,343	19,900	44,634
Consumable supplies	15,456	11,165	3,185	10,122
Equipment expenses	8,260	9,410	3,201	7,617
Communications	22,116	19,573	2,874	9,403
Travel and transportation	48	1,588	4,351	23,661
Assistance to individuals	57	70	-	375
Insurance	3,556	7,493	2,719	6,053
Membership dues	2,277	4,753	1,350	4,675
Bad debt expense	10,441	67,115	301	24,825
Other expenses	<u>64</u>	<u>130</u>	<u>646</u>	<u>187</u>
Total expenses	<u>488,708</u>	<u>1,277,853</u>	<u>398,662</u>	<u>1,217,793</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 168,392</u>	<u>\$ 629,661</u>	<u>\$ 176,803</u>	<u>\$ 1,908,799</u>

Continued

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Emergency Services</u>	<u>Other Non-BBH</u>	<u>Integrated Health Grant</u>	<u>Bureau of Drug & Alcohol Services</u>
REVENUES				
Program service fees:				
Client fees	\$ 17,472	\$ 383	\$ -	\$ 1,919
Residential fees	-	-	-	-
Blue Cross	9,105	1,202	-	2,468
Medicaid	97,410	428,961	-	16,027
Medicare	5,300	-	-	2,736
Other insurance	12,642	1,252	-	5,157
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	98,304	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	109,927	-
Private foundation grants	-	210,000	-	-
Other revenues	-	-	-	234
Total revenues	240,233	641,798	109,927	28,541
EXPENSES				
Salaries and wages	\$ 505,435	\$ 283,877	\$ 28,654	\$ 134,646
Employee benefits	93,382	67,793	4,005	25,594
Payroll taxes	34,701	19,752	2,206	9,531
Client wages	-	-	-	-
Professional fees	11,933	9,757	11,273	1,282
Staff development and training	778	2,067	-	761
Occupancy costs	29,465	13,355	32,920	4,227
Consumable supplies	5,302	3,872	16,827	635
Equipment expenses	7,086	2,270	320	636
Communications	24,475	2,340	-	639
Travel and transportation	1,145	7,452	239	491
Assistance to individuals	47	6	-	-
Insurance	4,062	1,675	-	569
Membership dues	1,270	567	-	884
Bad debt expense	29,523	1,242	-	4,566
Other expenses	52	40	-	7
Total expenses	748,656	416,065	96,444	184,468
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ (508,423)	\$ 225,733	\$ 13,483	\$ (155,927)

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
REVENUES				
Program service fees:				
Client fees	\$ 1,221	\$ 4,542	\$ 5,476	\$ 138,601
Residential fees	-	-	-	-
Blue Cross	-	-	-	-
Medicaid	56,430	146,487	194,273	1,606,842
Medicare	-	-	-	4,664
Other insurance	-	-	-	3,660
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	5,500	-	-
Other program fees	320	-	-	-
Production/service income	-	37,579	-	-
Public support:				
Local/county government	298,961	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	<u>29,896</u>	<u>-</u>	<u>-</u>	<u>26,775</u>
Total revenues	<u>386,828</u>	<u>194,108</u>	<u>199,749</u>	<u>1,780,542</u>
EXPENSES				
Salaries and wages	\$ 249,297	\$ 144,044	\$ 50,325	\$ 801,809
Employee benefits	43,679	33,545	13,087	163,766
Payroll taxes	17,304	14,036	3,796	57,497
Client wages	-	49,568	-	-
Professional fees	3,125	3,251	902	20,513
Staff development and training	696	108	8	578
Occupancy costs	-	12,105	2,288	44,080
Consumable supplies	2,532	3,870	19,248	11,920
Equipment expenses	6,233	2,020	622	9,417
Communications	2,911	1,827	239	8,461
Travel and transportation	5,482	10,523	-	41,138
Assistance to individuals	-	-	-	63
Insurance	-	1,312	474	6,908
Membership dues	-	419	148	2,263
Bad debt expense	1,598	1,772	4,400	151,290
Other expenses	<u>8,859</u>	<u>580</u>	<u>7</u>	<u>171</u>
Total expenses	<u>341,716</u>	<u>278,980</u>	<u>95,544</u>	<u>1,319,874</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 45,112</u>	<u>\$ (84,872)</u>	<u>\$ 104,205</u>	<u>\$ 460,668</u>

Continued

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Supportive Living</u>	<u>Community Residences</u>	<u>Bridge Grant</u>	<u>Victims of Crime Act</u>
REVENUES				
Program service fees:				
Client fees	\$ 41,158	\$ 22,607	\$ -	\$ 5,551
Residential fees	-	48,593	-	-
Blue Cross	-	-	-	1,903
Medicaid	2,200,893	1,213,319	-	69,779
Medicare	(158)	-	-	6,025
Other insurance	236	-	-	5,298
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	290,739
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	184,017	-
Other federal and state funding:				
HUD	-	75,565	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	60	5,901	-
	<u>2,242,129</u>	<u>1,360,144</u>	<u>189,918</u>	<u>379,295</u>
EXPENSES				
Salaries and wages	\$ 641,565	\$ 749,341	\$ 36,098	\$ 377,776
Employee benefits	173,092	200,077	6,857	68,157
Payroll taxes	45,567	52,339	2,599	24,593
Client wages	-	-	-	-
Professional fees	15,281	5,383	570	8,559
Staff development and training	463	61	221	1,480
Occupancy costs	39,828	43,829	117,842	22,749
Consumable supplies	12,497	27,012	1,075	4,227
Equipment expenses	7,698	10,894	131	3,878
Communications	6,425	11,231	-	3,524
Travel and transportation	41,185	4,565	1,991	6,297
Assistance to individuals	684	624	-	21
Insurance	6,671	2,134	-	3,114
Membership dues	2,123	645	-	972
Bad debt expense	52,421	13,832	-	8,403
Other expenses	164	91	-	39
	<u>1,045,664</u>	<u>1,122,058</u>	<u>167,384</u>	<u>533,789</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 1,196,465</u>	<u>\$ 238,086</u>	<u>\$ 22,534</u>	<u>\$ (154,494)</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ACT</u> <u>Team</u>	<u>Other</u> <u>Mental Health</u> <u>Programs</u>	<u>Total</u> <u>Mental Health</u> <u>Programs</u>	<u>2019</u> <u>Summarized</u>
REVENUES				
Program service fees:				
Client fees	\$ 128,844	\$ -	\$ 572,870	\$ 700,461
Residential fees	20,630	-	69,223	69,379
Blue Cross	426	-	182,887	186,499
Medicaid	1,217,136	-	12,177,461	11,890,220
Medicare	53,363	-	527,140	491,840
Other insurance	321	-	315,887	248,966
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	5,500	1,863
Other program fees	-	-	589	1,140
Production/service income	-	156,850	194,429	253,865
Public support:				
Local/county government	-	-	403,207	440,833
Donations/contributions	-	-	2,810	5,573
Other public support	-	-	312,719	343,307
Bureau of Developmental Services and Bureau of Behavioral Health	553,144	-	890,611	523,328
Other federal and state funding:				
HUD	-	-	75,565	129,535
Other	-	-	109,947	150,121
Private foundation grants	-	52,986	273,486	220,000
Other revenues	350	3	89,605	68,661
Total revenues	<u>1,974,214</u>	<u>209,839</u>	<u>16,203,936</u>	<u>15,725,591</u>
EXPENSES				
Salaries and wages	\$ 877,567	\$ 52,784	\$ 7,256,309	\$ 6,877,783
Employee benefits	169,573	10,091	1,443,451	1,347,375
Payroll taxes	58,250	8,409	511,611	485,191
Client wages	-	58,931	108,499	126,389
Professional fees	37,016	1,221	206,342	232,781
Staff development and training	843	41	19,191	25,417
Occupancy costs	66,852	23,375	604,577	534,882
Consumable supplies	8,038	39,153	196,136	210,246
Equipment expenses	6,331	19,886	105,910	108,075
Communications	7,288	7,789	131,115	124,747
Travel and transportation	35,310	4,011	189,477	248,647
Assistance to individuals	14	-	1,961	3,676
Insurance	4,964	285	51,989	53,176
Membership dues	1,771	88	24,205	27,022
Bad debt expense	135,984	426	508,139	604,579
Other expenses	47	61	11,145	1,008
Total expenses	<u>1,409,848</u>	<u>226,551</u>	<u>11,370,057</u>	<u>11,010,994</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 564,366</u>	<u>\$ (16,712)</u>	<u>\$ 4,833,879</u>	<u>\$ 4,714,597</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Independent Living Services</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ 24,870	\$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	36,243	-
Medicaid	1,012,043	-	4,117,964	1,021,236	315,499
Medicare	-	-	-	-	-
Other insurance	-	-	-	62,045	-
Local educational authorities	-	128,424	-	-	-
Vocational rehabilitation	-	-	7,277	-	-
Other program fees	-	-	-	-	-
Production/service income	-	-	117,035	1,544	-
Public support:					
Local/county government	-	-	2,400	-	-
Donations/contributions	-	-	17,512	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	64,456	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	49,765	-	5,011	38	-
Total revenues	1,061,808	128,424	4,267,199	1,210,432	315,499
EXPENSES					
Salaries and wages	\$ 611,199	\$ 62,146	\$ 2,706,030	\$ 474,436	\$ 86,624
Employee benefits	173,293	10,827	910,093	85,514	19,059
Payroll taxes	41,854	4,497	194,832	34,127	6,481
Client wages	-	-	87,760	-	-
Professional fees	188,830	257	151,700	162,415	17,303
Staff development and training	862	20	3,463	3,459	167
Occupancy costs	47,971	1,916	244,066	10,098	4,459
Consumable supplies	12,294	574	56,198	7,432	865
Equipment expenses	6,925	465	87,752	3,955	1,160
Communications	4,605	230	40,746	18,682	721
Travel and transportation	17,314	1,399	431,982	74,034	2,204
Assistance to individuals	1	-	25,799	45	-
Insurance	5,769	458	31,646	4,378	1,090
Membership dues	16	4	11,587	97	3
Bad debt expense	-	-	4,203	93,990	7,099
Other expenses	396	6	1,960	55	30
Total expenses	1,111,329	82,799	4,989,817	972,717	147,265
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ (49,521)	\$ 45,625	\$ (722,618)	\$ 237,715	\$ 168,234

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ -	\$ -
Residential fees	174,144	-	38,574	-	-
Blue Cross	-	-	-	-	-
Medicaid	7,591,954	1,927,240	524,005	2,713,106	1,801,803
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	14,309	-	99	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	-	-	-	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	11,619	-	-	-	-
Total revenues	<u>7,792,026</u>	<u>1,927,240</u>	<u>562,678</u>	<u>2,713,106</u>	<u>1,801,803</u>
EXPENSES					
Salaries and wages	\$ 1,897,667	\$ -	\$ 227,899	\$ 834,567	\$ 15,082
Employee benefits	502,042	-	64,731	155,677	4,309
Payroll taxes	135,041	-	16,066	45,411	1,060
Client wages	11,155	-	79	-	-
Professional fees	3,428,066	1,773,295	21,881	1,331,284	1,576,834
Staff development and training	8,694	-	387	1,547	58
Occupancy costs	132,775	-	41,130	3,903	1,613
Consumable supplies	93,846	-	10,528	4,241	10,707
Equipment expenses	28,300	-	2,007	7,043	358
Communications	27,319	-	4,476	16,664	175
Travel and transportation	50,755	-	4,903	54,024	-
Assistance to individuals	461	-	1,093	25,940	515
Insurance	16,029	-	2,292	7,540	316
Membership dues	91	-	3	4,176	-
Bad debt expense	3,270	-	-	-	-
Other expenses	536	-	29	96	4
Total expenses	<u>6,336,047</u>	<u>1,773,295</u>	<u>397,504</u>	<u>2,492,113</u>	<u>1,611,031</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 1,455,979</u>	<u>\$ 153,945</u>	<u>\$ 165,174</u>	<u>\$ 220,993</u>	<u>\$ 190,772</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Acquired Brain Disorder</u>	<u>Other Developmental Services Programs</u>	<u>Total Developmental Services Programs</u>	<u>2019 Summarized</u>
REVENUES				
Program service fees:				
Client fees	\$ -	\$ -	\$ 24,870	\$ 77,790
Residential fees	-	8,448	221,166	253,324
Blue Cross	-	-	36,243	26,825
Medicaid	484,490	6,066,469	27,575,809	24,838,754
Medicare	-	-	-	-
Other insurance	-	-	62,045	72,940
Local educational authorities	-	-	128,424	130,058
Vocational rehabilitation	-	-	7,277	7,111
Other program fees	-	-	-	-
Production/service income	-	-	132,987	202,752
Public support:				
Local/county government	-	-	2,400	1,900
Donations/contributions	-	-	17,512	19,786
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	231,906	296,362	325,125
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	-	66,433	66,068
Total revenues	<u>484,490</u>	<u>6,306,823</u>	<u>28,571,528</u>	<u>26,022,433</u>
EXPENSES				
Salaries and wages	\$ 18,056	\$ 354,541	\$ 7,288,247	\$ 8,271,846
Employee benefits	10,260	70,368	2,006,173	1,938,195
Payroll taxes	1,186	25,399	505,954	586,023
Client wages	-	-	98,994	139,906
Professional fees	130,609	5,170,302	13,952,776	10,927,612
Staff development and training	51	1,261	19,969	20,925
Occupancy costs	1,111	21,216	510,258	570,870
Consumable supplies	323	9,713	206,721	240,950
Equipment expenses	300	3,021	141,286	159,725
Communications	173	4,884	118,675	116,259
Travel and transportation	899	9,287	646,801	809,689
Assistance to individuals	-	23,184	77,038	108,288
Insurance	269	3,352	73,139	72,670
Membership dues	-	808	16,785	18,036
Bad debt expense	-	-	108,562	145,916
Other expenses	3	43	3,158	2,482
Total expenses	<u>163,240</u>	<u>5,697,379</u>	<u>25,774,536</u>	<u>24,129,392</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 321,250</u>	<u>\$ 609,444</u>	<u>\$ 2,796,992</u>	<u>\$ 1,893,041</u>

NORTHERN HUMAN SERVICES, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2020

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>PASS-THROUGH GRANTOR'S NAME</u>	<u>PASS-THROUGH GRANTOR'S NUMBER</u>	<u>FEDERAL EXPENDITURES</u>
<u>U.S. Department of Housing and Urban Development</u> Continuum of Care Program	14.267	Direct Award	N/A	<u>\$ 75,585</u>
Total U.S. Department of Housing and Urban Development				<u>\$ 75,585</u>
<u>U.S. Department of Justice</u> Crime Victim Assistance	16.575	New Hampshire Department of Justice	2016VOCA1, 2016VOCA2	<u>\$ 323,179</u>
Total U.S. Department of Justice				<u>\$ 323,179</u>
<u>U.S. Department of Treasury</u> Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery COVID-19 Long Term Care Stabilization Program	N/A	<u>\$ 792,055</u>
Total U.S. Department of Treasury				<u>\$ 792,055</u>
<u>U.S. Department of Education</u> Special Education Grants for Infants and Families	84.181A	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7852	<u>\$ 34,700</u>
Total U.S. Department of Education				<u>\$ 34,700</u>
<u>U.S. Department of Health & Human Services</u> <u>Medicaid Cluster</u> Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-92-922010-4121	<u>\$ 4,849</u>
Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-49-490510-2985	<u>8,151</u>
Rural Health Care Services Outreach and Rural Health Network Development Program	93.912	North Country Health Consortium	Unknown	<u>48,223</u>
Total U.S. Department of Health & Human Services				<u>\$ 59,223</u>
TOTAL				<u>\$ 1,284,722</u>

See Notes to Schedule of Expenditures of Federal Awards

NORTHERN HUMAN SERVICES, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2020**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Northern Human Services, Inc. under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Northern Human Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Northern Human Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NORTHERN HUMAN SERVICES, INC.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Northern Human Services, Inc.
Conway, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 20, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Northern Human Services, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Northern Human Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Northern Human Services, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2020-001 that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Northern Human Services, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Northern Human Services, Inc.'s Response to Findings

Northern Human Services, Inc.'s response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Northern Human Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone, McDonnell & Roberts
Professional Association*

January 20, 2021
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
Northern Human Services, Inc.
Conway, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Northern Human Services, Inc.'s (a New Hampshire nonprofit organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Northern Human Services, Inc.'s major federal programs for the year ended June 30, 2020. Northern Human Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Northern Human Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Northern Human Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Northern Human Services, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Northern Human Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Report on Internal Control Over Compliance

Management of Northern Human Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Northern Human Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Northern Human Services, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leon, McDonnell & Roberts
Professional Association*

January 20, 2021
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Northern Human Services, Inc. were prepared in accordance with GAAP.
2. One material weakness disclosed during the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Northern Human Services, Inc. which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Northern Human Services, Inc. expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The programs tested as major programs were: U.S. Department of the Treasury; Coronavirus Relief Fund, CFDA 21.019 and U.S. Department of Justice; Crime Victim Assistance, CFDA 16.575.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Northern Human Services, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

MATERIAL WEAKNESS

2020-001 - Reconciliation process and month end close

Criteria: Internal controls should be in place to ensure that all cash accounts are reconciled between the general ledger and bank statements every month in a timely manner.

Condition: Significant entries were required for cash as timely reconciliations were not being kept as part of the financial statement close process each month and at year end.

Cause: Internal controls are not currently in place to ensure that monthly bank reconciliations are prepared in a timely manner each month.

Effect: Financial statement information utilized by management in making decisions may not be timely or accurate; errors found in preparing bank reconciliations that required significant journal entries were not found until several months after year end.

Recommendation: Procedures should be implemented to ensure that monthly reconciliations for all cash accounts are being performed in a timely manner.

Views of Responsible Officials: Up until this fiscal year, the Organization has always had a process in place to perform the bank reconciliations in a timely manner.

The main reason these were not done timely is due to some staff turnover (retirements) NHS has had, as well as COVID. NHS had a long term staff accountant retire last summer. She was responsible for the bank reconciliations in addition to many other duties as it relates to month end closings, and backup for the payroll associate. NHS had trouble recruiting for that position and ultimately the department got behind in trying to cover that part of her duties. There was also another staff accountant position that retired and due to COVID, NHS had trouble recruiting for that position as well; further delaying the reconciliations. Now that both positions have been filled, NHS is in the process of getting caught up with that duty.

Going forward, the bank reconciliations will be done monthly during each month end closing process. This will be reviewed by Dale Heon, CFO to ensure adherence to this procedure.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

		<u>Office</u>	<u>Home</u>	<u>Term</u>
Officers:	Madelene Costello, President			10.20 - 10.22
	Dorothy Borchers, Vice President			10.20 - 10.22
	James Salmon, Treasurer			10.17 - 10.21
	TBA, Secretary			
Staff:	Eric Johnson, CEO	447-3347		
	Dale Heon, CFO	447-3347		
	Susan Wiggin, CEO Assistant	447-3347		
	Suzanne Gaetjens-Olsen, MH Reg Administrator	444-5358		
	Liz Charles, DD Reg Administrator	447-3347		
	<u>The Mental Health Center</u>	Kassie Eafрати	752-7404	
	3 Twelfth St., Berlin 03570	Director of BH		
Term Expires	<u>Community Services Center</u>	Lynn Johnson	752-1005	
	69 Willard St., Berlin 03570	Director of DS		
'22	Margaret McClellan, 1774 Riverside Dr., Apt. #2, Berlin, 03570			
'23	*Stephen Michaud, 10 Madison Ave., Gorham 03581			
'23	*Dorothy Borchers, 70 Main St. #1, Gorham 03581			
	<u>The Mental Health Center</u>	Valeda Cerasale	447-2111	
	25 W. Main St., Conway 03818	Director of BH		
	70 Bay St., Wolfeboro 03894		569-1884	
	<u>New Horizons</u> (also Tamworth)	Shanon Mason	356-6310	
	626 Eastman Rd., Ctr. Conway 03813	Director of DS		
'21	*Maddie Costello, 155 Fairview Ave., POB 1900, Conway 03818	662-5387 (cell)		
'23	*Carrie Duran, 3 Clement Court #4, Wolfeboro, NH 03894			
'21	James Salmon, 909 Stritch Rd., P.O. Box 893, Ctr. Conway 03813			
	<u>The Mental Health Center</u>	James Michaels	237-4955	
	55 Colby St., Colebrook 03576	Director of BH		
	69 Brooklyn St., Groveton 03582		636-2555	
	<u>Vershire Center</u>	Lynn Johnson	237-5721	
	24 Depot Street, Colebrook, NH 03576	Director of DS		
'23	Georgia Caron, 83 Cloutier Dr., Stark 03582			
	<u>White Mountain Mental Health</u>	Amy Finkle	444-8501	
	29 Maple St., Box 599, Littleton 03561	Director of BH		
	<u>Common Ground</u> (also Littleton, Woodsville)	Mark Vincent	837-9547	
	24 Lancaster Rd., Whitefield 03584	Director of DS		
'23	Annette Carbonneau, P.O. Box 205, Franconia 03580			

Executive Committee: S. Michaud, M. McClellan, J. Salmon, M. Costello, D. Borchers, E. Johnson

Finance Committee: J. Salmon, M. McClellan, S. Michaud, D. Borchers, M. Costello, D. Heon

Program Committee: M. McClellan, M. Costello, G. Caron, C. Duran, S. Gaetjens-Olsen, L. Charles

Development Committee: C. Duran, D. Borchers, M. McClellan, M. Costello, K. Blake, S. Mason, S. Gaetjens-Olsen, S. Wiggin

*Member representing consumer with developmental disability / NOTE: Bylaws state that a minimum of 7 meetings, including the Annual Business Meeting, must be held.

ERIC M. JOHNSON

SENIOR MANAGEMENT EXECUTIVE

Cross-Functional Experience & Cross System Expertise

2013 – Present CEO

Responsible for the management of a \$37 million mental health and developmental service organization. Assuring the delivery and quality of essential services to individuals living in a rural environment. Northern Human Services serves over 5,000 individuals and employs over 600 employees.

Highly qualified Executive Manager offering more than 25 years of non-profit management and diverse program leadership experience within human service delivery systems. Results-focused and effectual leader with proven ability to provide stability in business despite unpredictable external forces. Talent for proactively identifying and resolving problems – reversing negative financial results, controlling costs, maximizing productivity, and delivering positive results. Strength and direct experience in:

- *Contract Development & Monitoring
- *Budget Development
- *Consumer Rights Protection
- *Policy Development
- *Inter-Agency Collaboration

- *Corporate Compliance
- *Quality Assurance
- *Program Development
- *Grant Writing
- *Personnel Management

PROFESSIONAL EXPERIENCE

Northern Human Services - Conway, NH

1984 – Present

- **CHIEF OF OPERATIONS** (1997 - Present)
- **ASSOCIATE DIRECTOR OF DEVELOPMENTAL SERVICES** (1996 – 1997)
- **AREA DIRECTOR** (1994 – 1996)
- **REGIONAL COORDINATOR** (1987 - 1995)

Recruited initially as a Case Manager in 1984 to provide service coordination to individuals with long term mental illness and developmental disabilities. Promoted to Team Leader/Supervisor within first year of employment. Promoted again within two years to assume region-wide responsibilities, including the supervision of Program Managers in regional offices.

Appointed Area Director in 1994 for a declining operation that had experienced major staff turnover and financial losses over several years. Successfully stabilized the business and program functions and turned around financial losses. Advanced quickly to role as Associate Director of Developmental Services overseeing a budget of \$8 million. Promoted again in 1997 to Chief of Operations, which included absorbing the roles of two former full-time Associate Directors.

ERIC M. JOHNSON

-Page 2-

CURRENTLY: Direct all operations of the agency and maintain compliance with three major State contracts totaling more than \$34 million dollars. Provide leadership for a 500-person workforce and hold full responsibility for the day to day management of the agency. Oversee Area Directors, Quality Assurance/Corporate Compliance, Human Resources, specific Developmental Services program functions and client complaint resolution processes. Also have provided coverage for the CEO and other Management Team staff vacancies on an ongoing basis as needed.

Examples of Leadership:

- Led agency's consolidation with the former organization known as The Center of Hope, which entailed hiring 200 employees and the integration of an \$8 million dollar operations budget.
- Successfully managed through the turnover of three previous Chief Financial Officers; oriented and supported each of the new CFO hires in annual budget development as they learned the complexities of the job.
- Provided interim leadership and supported program operations of both New Horizons and the Mental Health Center in Conway while recruiting for new Area Directors on four separate occasions.
- Have maintained strong collaborative relationships with all of the State Bureau's and various funding sources over entire career with the agency.
- Have led multiple agency projects by mentoring and supervising staff who were charged with specific outcomes; this included the Tele-psychiatry Project, the recent Electronic Medical Record initiative, the Columbia House Residential Treatment Program, the Family Support Program, and numerous other program initiatives.
- Have represented the agency at state-level meetings when the CEO has been unavailable. This has included meetings with several DHHS Commissioners, all Bureau Chiefs and the Governor of NH.

Northern NH Council on Alcoholism - Dummer, NH

1983 -1985

- **DRUG AND ALCOHOL COUNSELOR**

NH Office of Alcohol and Drug Abuse & Prevention – Concord, NH

1982 - 1983

- **VISTA VOLUNTEER**

EDUCATION

Masters of Human Service Administration (MSHSA)
Springfield College – Springfield, MA

Bachelor of Arts (BA)
University of NH – Durham, NH

DALE HEON

EMPLOYMENT HISTORY:

Apr. 2007 - Present

NORTHERN HUMAN SERVICES INC., Conway, NH

Job Title: Chief Financial Officer

Provide strategic management of the accounting and finance functions of a private non-profit corporation.

Lead and supervise Controller, Accounting and Payroll staff. Direct accounting policies, procedures and internal controls. Recommend and implement improvements to ensure the integrity of the company's financial information.

Budget preparation and submission to State of NH Department of Health and Human Services. Quarterly reporting to State of NH of budget vs. actual expenses and revenue. Oversee financial system implementations and upgrades. Federal and State grant management and accounting.

Lead and supervise Director of Information Technology and collaborate on technology decisions. Computer network encompasses multiple sites in rural northern locations.

Manage relationships with banking, investment institutions, and outside audit firm. Identify and manage business risks and insurance requirements. Present monthly financial data to the Finance Committee of the Board of Directors.

Jan. 2007 – Apr. 2007

Robert Half International, Manchester, NH

Job Title: Interim Chief Financial Officer (client)

Worked exclusively at client location (Northern Human Services Inc). See list of duties and responsibilities above. Hired directly by Northern after successful completion of budget submission to State of New Hampshire.

Jul. 1999 - Oct. 2006.

BRANDPARTNERS INC. (formerly Willey Brothers, Inc.), Rochester, NH

Job Title: Controller

Helped grow a new division (commercial construction management) from \$5 million in revenue per year in 1999 to over \$30 million in 2006. Total company revenue estimated to be over \$50 million in 2006.

Instrumental in successful implementation of new project accounting software during period of high growth.

Responsible for revenue recognition and accruing all work-in-process costs each month using the percentage of completion method. Full profit & loss report responsibility.

Balance sheet account reconciliation, A/P, A/R including collections, revenue forecasting, budgeting, and exposure to SEC reporting 10Q/10-K. Reviewed and signed off on SEC reporting related to my division.

Prepared corporate cash flow forecasting, prepared and entered monthly journal entries, helped create customized detailed profitability analysis report by job.

Produced pro-forma income statements for new endeavors or potential acquisitions. Interfaced with outside auditors at quarter-end and year-end for financial statement verification.

Dec 1995 - July 1999

CABLETRON SYSTEMS, INC., Rochester, NH
Job Title: Senior Credit Analyst

Collected commercial overdue accounts receivable for this \$1+ Billion revenue high tech company. Collection territory consisted mostly of government resellers; leasing companies and averaged \$12-\$15 million per month.

Set-up and maintained Escrow Agreements between banks and 8A or minority owned businesses to ensure payment on multi-million dollar government contracts.

Prepared journal entries for reconciliation of customer accounts; prepared short-term rental quotes for customers.

Acted as liaison between our sales force, outside leasing companies (GE Capital Etc.) and our customers. Managed multi-million dollar stocking orders-including billing, collections, and inventory management.

Recruited, supervised, and trained college interns.

Oct. 1989 to Dec 1995

WILLEY BROTHERS, INC., Rochester, NH
Job Title: Assistant Financial Manager

As part of the Senior Management Team, maintained all accounting systems for this \$11m manufacturing company: G/L, A/R including collections, A/P, fixed assets, payroll, Personnel/Human Resources, state sales taxes, cash flow analysis and projection, financial report generation, and budgets.

Responsible for computer network, all telecommunication needs, maintain rental property - collect rent, building maintenance and upkeep, negotiate and prepare lease agreements.

EDUCATION:

1996-1999:

PLYMOUTH STATE UNIVERSITY, Plymouth, NH - Master of Business Administration Program
M.B.A. - Graduated with Honors -GPA 3.88/4.00; Member of Delta Mu Delta - National Honor Society

1987 - 1991:

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH - Whittemore School of Business and Economics
B.S. in Business Administration

SOFTWARE RESOURCES:

Microsoft Great Plains Dynamics ERP (Project Accounting, A/R, A/P, Sales Order Processing); SAP ERP (Credit Management, A/R, Order Entry); Solomon Accounting; Microsoft Excel, Word, and PowerPoint; Lotus 1-2-3; Dbase IV.

Suzanne Gaetjens-Oleson, MACP, LCMHC



Educational History:

Bachelor of Arts, Psychology Major, Hampshire College, Amherst, MA, 1993

Master of Counseling Psychology, Antioch New England Graduate School, Keene, NH, 1996

Employment History:

Regional Mental Health Administrator, Northern Human Services, May 2013-present Direct the regional management, operations and provision of services to individuals with mental illness and substance abuse in accordance with Agency Policy, federal and state laws and regulations. Responsible for overseeing compliance efforts in the Agency, supervising the Medical Records Auditor and the members of the Quality Improvement and Compliance Team. Responsible for overseeing the Electronic Medical Record team and leading the agencies efforts to comply with Meaningful Use Requirements.

Director, Quality Improvement/Compliance, Northern Human Services, February 2012-May 2013, Responsibility for Corporate Compliance and Quality Improvement functions such as assisting management with the ongoing review and amendment of administrative and treatment policies; investigating and acting on matters related to compliance, including management of internal reports of concern, leading and coordinating the preparation for reviews of the Agency by external entities, maintaining quality improvement processes that measure outcomes of services delivered, using data from information technology systems to analyze, create and disseminate reports that summarize service utilization and trends; coordinating regional planning processes and developing plan documents for funding sources as required. Coordinate, synthesize and provide summary reports of quality indicators to MC on a regular basis. Provide necessary compliance trainings to staff.

Director of Children's Services, June 2000-February 2012 Northern Human Services, White Mountain Mental Health, June 2000 to present. Responsible for the supervision and management of the "children's team", represent Northern Human Services at Children's Director's state team meeting, writing small grants, developing and sustaining positive collaborative relationships with other child serving systems, maintain children's charts to Medicaid and federal standards, maintain clinical caseload.

Clinician, White Mountain Mental Health and Developmental Services, May 1996-June 2000. Assessment and ongoing counseling with children and families. Daytime emergency service coverage.

Emergency Service Clinician, White Mountain Mental Health and Development Services, April 1995-May 1996. Day and night coverage of emergency services to psychiatric patients including psychosocial assessments and emergency evaluations and interventions.

Charge Counselor, Northern New Hampshire Youth Services, and Bethlehem NH. May 1993-November 1994. Conducted psychosocial assessments, emergency evaluations, provided direct counseling services and staff supervision at this group home for emotionally disturbed adolescent females. (This home has changed ownership since I was employed there and is now part of the NFI system.)

Continuing Education Experiences:

-Two intensive weeklong seminars with Daniel Hughes, which focused on work with children who have suffered trauma, loss, and disrupted attachment.

-Seminars required for License (total 65 continuing education credits during every two-year license period, including six ethics credits)

-Trauma Focused Cognitive Behavioral Therapy--trained with Dartmouth, received weekly supervision with Craig Donnelly, MD and Sarah Sterns, PhD.

Helping the Non-compliant Child-trained with Dartmouth, received weekly supervision with Sarah Sterns, PhD.

Goal: To continue working in a capacity that supports people affected by mental illness and promotes their ability to be positive contributors and participants in their communities.

References Available Upon Request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Eric Johnson	CEO	\$170669	0%	
Dale Heon	CFO	\$92,587	0%	
Suzanne Gaetjens-Oleson	MH Regional Administrator	\$80,995	0%	



Lori A. Shilbnette
Commissioner

Katja S. Fox
Director

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

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

June 24, 2020

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

INFORMATIONAL ITEM

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

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

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

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

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

EXPLANATION

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

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

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

The Department will monitor contracted services by:

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

**His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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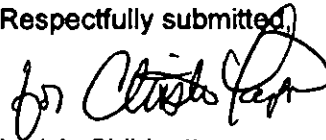
- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

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

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,



Lori A. Shibinette
Commissioner

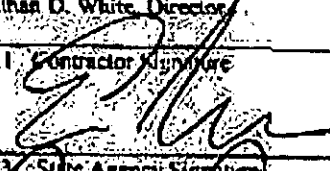
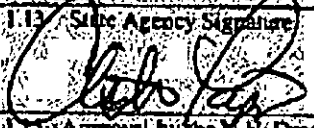
Subject: Rapid Response (SS-2020-DBH-07-RAPID-01)

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

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Northern Human Services		1.4 Contractor Address 87 Washington St. Conway, NH 03818	
1.5 Contractor Phone Number (603) 447-3347	1.6 Account Number 05-095-092-922010- 19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation \$173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6.4.20		1.12 Name and Title of Contractor Signatory Eric Johnson	
1.13 State Agency Signature  Date: 6-5-2020		1.14 Name and Title of State Agency Signatory Christopher Torres, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ On: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Catherine Pinos</u> On: 06/17/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

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New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

Scope of Services

1. Statement of work

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

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



EXHIBIT B

- 1.5.3.2. Train additional staff as described in Subsection 2.2.
- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
 - 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
 - 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;
 - 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises.

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



EXHIBIT B

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

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



EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services;
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources; and
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region One (1), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

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

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



EXHIBIT B

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

FEJ

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

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

3. Performance Measures and Data Reporting

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

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



EXHIBIT B

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

4. Exhibits incorporated

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

5. Additional Terms

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

EJS

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

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

6. Records

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

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



EXHIBIT B

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

ES

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



EXHIBIT C

Payment Terms

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

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

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

Northern Human Services

EXHIBIT C

Contractor Initials 

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Date 6.4.20

Rev. 01/08/19

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



EXHIBIT C

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

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

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



EXHIBIT C

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

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



EXHIBIT C

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

ES

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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: Northern Human Services

June 4, 2020
Date

Name: Eric Johnson
Title: CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Northern Human Services

Name: Eric Johnson
Title: CEO

June 4, 2020
Date

Vendor Initials: EJ

New Hampshire Department of Health and Human Services
Exhibit F



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

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Northern Human Services

Name: Eric Johnson
Title: CEO

June 4, 2020

Date

Vendor Initials

Date 6.4.20

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Vendor Initials

ES

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: Northern Human Services

June 4, 2020

Date

Name: Eric Johnson
Title: CEO

Exhibit G

Vendor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Northern Human Services

Name: Eric Johnson
Title: CEO

June 4, 2020
Date

Vendor Initials ES

Date 6.4.20

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Date 6.4.20

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services
The State

[Handwritten Signature]

Signature of Authorized Representative

Christine Tapan

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

6-5-2020

Date

Northern Human Services

Name of the Contractor

[Handwritten Signature]

Signature of Authorized Representative

Eric Johnson

Name of Authorized Representative

CEO

Title of Authorized Representative

June 4, 2020

Date

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New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principal 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: Northern Human Services

Name: Eric Johnson
Title: CEO

June 4, 2020
Date

Contractor Initials

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Date 6.4.20

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

- 1. The DUNS number for your entity is: 073973059
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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 Department's 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
Exhibit K
DHHS Information Security Requirements



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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

EJ

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

EU

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

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and West Central Services, Inc. ("the Contractor").

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

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

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

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

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

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

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

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

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

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/4/2021

Date

DocuSigned by:
Katja Fox
ED9D05804C83442

Name: Katja Fox
Title: Director

West Central Services, Inc.

7/29/2021

Date

DocuSigned by:
Roger Osmun
0ABDB54CB432473...

Name: Roger Osmun
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

8/4/2021

Date

DocuSigned by:
Takhmina Rakhmatova
FDF521C825C34AC...

Name: Takhmina Rakhmatova
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

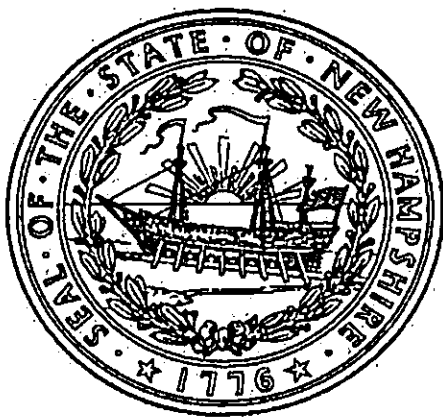
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 85174

Certificate Number : 0005386657



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 June A.D. 2021.

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

William M. Gardner
Secretary of State

State of New Hampshire

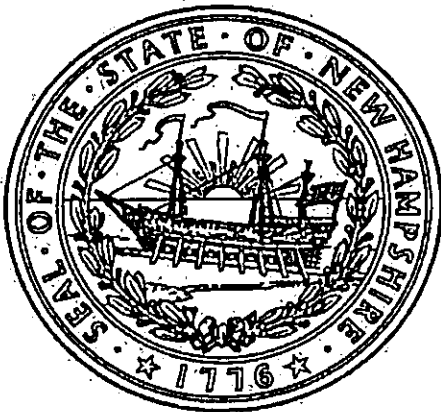
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL BEHAVIORAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on February 05, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 367817

Certificate Number: 0005416664



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of August A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY


I, Douglas Williamson hereby certify that:

- 1. I am a duly elected Clerk/Secretary/Officer of West Central Services, Inc., dba West Central Behavioral Health
- 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 26, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Roger W. Osmun, President and Chief Executive Officer, and/or Robert Gonyo, Chief Financial Officer, are duly authorized on behalf of West Central Services, Inc., dba West Central Behavioral Health to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: August 2, 2021



 Signature of Elected Officer
 Name: Douglas Williamson
 Title: Board of Directors Chair

STATE OF NEW HAMPSHIRE

County of Grafton

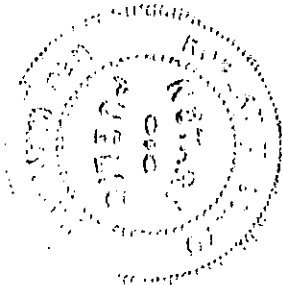
The foregoing instrument was acknowledged before me this 2nd day of August, 2021.

By Douglas Williamson



 (Notary Public, Justice of the Peace)

Commission Expires: August 2, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2021

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

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

PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Mariana Sousa PHONE (AC, No, Ext): _____ FAX (AC, No): _____ E-MAIL ADDRESS: msousa@hayscompanies.com <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Technology Insurance Company, Inc.</td> <td style="border: none;">42376</td> </tr> <tr> <td style="border: none;">INSURER B:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Technology Insurance Company, Inc.	42376	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon NH 03766															

COVERAGES **CERTIFICATE NUMBER: 21-22 WC** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TWC3982219	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION 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 James Hays/GSCHIC <i>JH</i>
--	--



Effective Date:
May 15, 2018

Mission

West Central Behavioral Health's mission is to promote the health and quality of life of individuals, families and communities by providing treatment for mental illness and substance use disorders, while helping to reduce the stigma associated with these challenging conditions.

West Central Services, Inc.
d/b/a West Central Behavioral Health

FINANCIAL STATEMENTS

June 30, 2020

West Central Services, Inc.
d/b/a West Central Behavioral Health
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June 30, 2020

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2020 and 2019, and the related statement of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 15-18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Bravagan + Sargent

St. Albans, Vermont
September 21, 2020

West Central Services, Inc. d/b/a West Central Behavioral Health

STATEMENTS OF FINANCIAL POSITION

June 30,

ASSETS

	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,027,550	\$ 393,604
Investments	545,830	504,270
Restricted cash	66,847	98,074
Accounts receivable - trade, net	370,605	348,486
Accounts receivable - other	543,872	262,035
Due from affiliates	54,097	19,276
Prepaid expenses	98,748	80,064
TOTAL CURRENT ASSETS	<u>3,707,549</u>	<u>1,705,809</u>
PROPERTY & EQUIPMENT, NET	<u>641,691</u>	<u>601,659</u>
OTHER ASSETS		
Investment in Behavioral Information Systems	109,149	105,219
Deposits	31,880	31,880
TOTAL OTHER ASSETS	<u>141,029</u>	<u>137,099</u>
TOTAL ASSETS	<u>\$ 4,490,269</u>	<u>\$ 2,444,567</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Line of credit	\$ -	\$ 328,462
Accounts payable	172,393	88,493
Accrued payroll and related expenses	180,682	89,506
Deferred revenue	135,067	121,817
Deposits and other current liabilities	23,486	34,063
Current portion of long-term debt payable	493,060	29,003
TOTAL CURRENT LIABILITIES	<u>1,004,688</u>	<u>691,344</u>
LONG-TERM DEBT, less current portion	<u>1,324,355</u>	<u>548,312</u>
TOTAL LIABILITIES	<u>2,329,043</u>	<u>1,239,656</u>
NET ASSETS		
Net Assets without donor restrictions	<u>2,161,226</u>	<u>1,204,911</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,490,269</u>	<u>\$ 2,444,567</u>

See Accompanying Notes to Financial Statements.

West Central Services, Inc. d/b/a West Central Behavioral Health

STATEMENTS OF OPERATIONS

For the Years Ended June 30;

	2020	
	Net Assets without Donor Restrictions	<u>2019</u>
PUBLIC SUPPORT AND REVENUES		
Public support -		
State of New Hampshire -- BBH	\$ 377,128	\$ 321,876
Other public support	930,575	325,928
Grants	<u>497,339</u>	<u>483,227</u>
Total public support	<u>1,805,042</u>	<u>1,131,031</u>
Revenues -		
Program service fees	8,089,318	7,762,189
Contracted services	560,264	596,044
Rental income	160,027	152,606
Other revenues	<u>299,771</u>	<u>47,364</u>
Total Revenues	<u>9,109,380</u>	<u>8,558,203</u>
 TOTAL PUBLIC SUPPORT AND REVENUES	 <u>10,914,422</u>	 <u>9,689,234</u>
 EXPENSES		
Adult Maintenance	3,275,345	3,272,214
Adult Vocational	135,990	174,085
Children	2,737,771	2,837,525
ACT Team	862,755	648,120
Emergency Services	512,677	528,632
Housing services	1,283,406	1,227,417
General adult	399,182	482,044
Bridges	190,157	-
Other program services	<u>604,445</u>	<u>502,258</u>
 TOTAL EXPENSES	 <u>10,001,728</u>	 <u>9,672,295</u>
 CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	 <u>912,694</u>	 <u>16,939</u>
 OTHER INCOME		
Investment Income	<u>43,621</u>	<u>41,973</u>
 TOTAL INCREASE IN NET ASSETS	 956,315	 58,912
 NET ASSETS, BEGINNING OF YEAR	 <u>1,204,911</u>	 <u>1,145,999</u>
 NET ASSETS, END OF YEAR	 <u>\$ 2,161,226</u>	 <u>\$ 1,204,911</u>

See Accompanying Notes to Financial Statements.

West Central Services, Inc. d/b/a West Central Behavioral Health

STATEMENTS OF CASH FLOWS

For the Years Ended June 30,

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 956,315	\$ 58,912
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	77,647	85,997
Unrealized (gain) loss on investment in partnership	(3,930)	(3,879)
(Increase) decrease in the following assets:		
Accounts receivable - trade	(22,119)	2,885
Accounts receivable - other	(281,837)	(58,315)
Due from affiliates	(34,821)	(17,863)
Prepaid expenses	(18,684)	29,780
Restricted cash	31,227	27,670
Security deposits	-	(4,463)
Increase (decrease) in the following liabilities:		
Accounts payable	83,900	32,306
Accrued payroll and related expenses	91,176	63,705
Deferred revenue	13,250	17,979
Deposits and other current liabilities	(10,577)	25,142
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>881,547</u>	<u>259,856</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(117,679)	(64,523)
Investment activity, net	(41,560)	(40,722)
NET CASH (USED) BY INVESTING ACTIVITIES	<u>(159,239)</u>	<u>(105,245)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds on line of credit	497,400	8,834,298
Repayment on line of credit	(825,862)	(8,935,329)
Proceeds from issuance of debt - PPP Loan	1,273,700	-
Repayment of notes payable	(33,600)	(98,737)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>911,638</u>	<u>(199,768)</u>
NET INCREASE (DECREASE) IN CASH	1,633,946	(45,157)
CASH AT BEGINNING OF YEAR	<u>393,604</u>	<u>438,761</u>
CASH AT END OF YEAR	<u>\$ 2,027,550</u>	<u>\$ 393,604</u>
SUPPLEMENTAL DISCLOSURE		
Cash paid during the year for interest	<u>\$ 955</u>	<u>\$ 17,799</u>

See Accompanying Notes to Financial Statements.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore, no provision for income tax expense has been reflected in these financial statements.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2017 remain open for potential examination by major tax jurisdictions generally for three years after they were filed.

Basis of Presentation

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

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

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

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

Estimates

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

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

The Center considers cash on hand, cash in banks and all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

Accounts Receivable

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

Policy for Evaluating Collectability of Accounts Receivable

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

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

During 2020, the Center increased its estimated percentage in the allowance for doubtful accounts to 32% from 28% of the total patient receivables. The allowance for doubtful accounts increased to \$170,459 as of June 30, 2020 from \$134,356 as of June 30, 2019.

Property and Equipment

All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of \$1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 2-40 years.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

The Center reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives payment from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2020 totaled \$8,089,318, of which \$7,883,541 was revenue from third-party payers and \$205,777 was revenue from self-pay clients.

Third-Party Contractual Arrangements

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

State Grants

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

Functional Allocation of Expenses

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

Vacation Pay and Fringe Benefits

Annual vacation allotments are granted in full to employees at the beginning of the fiscal year and are to be utilized by June 30th; unused time is forfeited. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the program.

Advertising

Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2020 and 2019 was \$20,078 and \$21,209, respectively.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Concentration of Credit Risk

The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 87% and 88% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the years ended June 30, 2020 and 2019, respectively. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. Additionally, please refer to Note 15 regarding the MOE being waived for the year ended June 30, 2020.

NOTE 3 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2020 for general expenditures are as follows:

Cash and Cash Equivalents	\$ 2,027,550
Accounts Receivable (net)	914,477
Investments	<u>545,830</u>
Financial assets available within one year for general expenditures	<u>\$ 3,487,857</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 3 LIQUIDITY (continued)

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

Investments in real estate and partnerships are not included as they are not considered to be available within one year.

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

NOTE 4 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
ACCOUNTS RECEIVABLE - TRADE		
Medicaid	\$ 246,387	\$ 255,122
Medicare	83,923	81,453
Third party insurance companies	156,675	80,205
Clients	<u>54,079</u>	<u>66,062</u>
	541,064	482,842
Allowance for doubtful accounts	<u>(170,459)</u>	<u>(134,356)</u>
	<u>\$ 370,605</u>	<u>\$ 348,486</u>

Other accounts receivable of the Center consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	\$ 157,645	\$ 93,274
Rents	-	461
Bureau of Behavioral Health	127,471	26,073
MCO Directed Payments	237,437	-
State of NH - LTCSP	12,990	-
IDN Grant	6,000	71,607
Other	<u>2,329</u>	<u>70,620</u>
	<u>\$ 543,872</u>	<u>\$ 262,035</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 5 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

	<u>2020</u>	<u>2019</u>
Land	\$ 20,695	\$ 20,695
Building and improvements	872,507	833,557
Furniture, fixtures and equipment	615,929	612,905
Vehicles	21,375	21,375
Project in Progress	<u>83,205</u>	<u>7,500</u>
	1,613,711	1,496,032
Accumulated Depreciation	<u>(972,020)</u>	<u>(894,373)</u>
 NET BOOK VALUE	 <u>\$ 641,691</u>	 <u>\$ 601,659</u>

Depreciation expense for the years ended June 30, 2020 and 2019 was \$77,647 and \$85,997, respectively.

NOTE 6 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

<u>2020</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	<u>\$ 366,479</u>	<u>\$ 179,351</u>	<u>\$ 545,830</u>
 <u>2019</u>	 <u>Cost</u>	 <u>Unrealized Gain (Loss)</u>	 <u>Market Value</u>
Equity Funds	<u>\$ 353,727</u>	<u>\$ 150,543</u>	<u>\$ 504,270</u>

Investment income consisted of the following at June 30,:

	<u>2020</u>	<u>2019</u>
Interest and dividends	\$ 12,952	\$ 11,709
Realized gains	1,861	-
Unrealized gains	<u>28,808</u>	<u>30,264</u>
	<u>\$ 43,621</u>	<u>\$ 41,973</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 6 INVESTMENTS (continued)

	<u>2020</u>	<u>2019</u>
Investments in Behavioral Information Systems, LLC	<u>\$ 109,149</u>	<u>\$ 105,219</u>

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested \$88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2020 and 2019 was \$3,930 and \$3,879, respectively.

NOTE 7 FAIR VALUE MEASUREMENTS

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

Basis of Fair Value Measurement

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2020. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 8 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
Operational Funding	\$ 43,391	\$ 79,000
In-Shape	2,466	15,759
COVID Relief	59,000	-
Bridge Program	11,000	-
Newport Tiger Program	10,000	-
CEO Search	-	19,558
Facility Upgrades	2,661	7,500
Other Grants	6,549	-
	<u>\$ 135,067</u>	<u>\$ 121,817</u>

NOTE 9 LONG-TERM DEBT

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

	<u>2020</u>	<u>2019</u>
Note payable, Mascoma Bank dated May 2020. PPP loan with the ability to be forgiven in FY 21. Interest at 1%, monthly principal and interest payments of \$71,323 beginning December 2020 due May 2022.	\$ 1,273,700	\$ -
Mascoma Term Loan, 4.0% interest, principal and interest payments of \$2,953 made monthly, due April 2020	-	29,003
Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.	<u>543,715</u>	<u>548,312</u>
	1,817,415	577,315
Less: Current Portion	<u>(493,060)</u>	<u>(29,003)</u>
	<u>\$ 1,324,355</u>	<u>\$ 548,312</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 9 LONG-TERM DEBT (continued)

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

Year Ending June 30,	Amount
2021	\$ 493,060
2022	780,640
2023	-
2024	-
2025	-
Thereafter	543,715
	\$ 1,817,415

Interest expense was \$955 and \$17,799 for the years ended June 30, 2020 and 2019, respectively.

NOTE 10 LINE OF CREDIT

As of June 30, 2020 and 2019, the Center had available a line of credit with maximum amounts available of \$500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2020 and 2019, the outstanding balance was \$-0- and \$328,462 respectively. The effective interest rate at June 30, 2020 and 2019 was 3.5% and 4.25%, respectively. The line of credit expires in April, 2021.

NOTE 11 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2020 and 2019, the Center paid BIS \$33,000 and \$58,124, respectively, for services rendered. At June 30, 2020 and 2019, the Center owed BIS \$-0- and \$4,559, respectively, for current services.

The Center from time to time provides advances to BIS for payroll and other operating costs for which BIS reimburses the Center. As of June 30, 2020 and 2019, BIS owed the Center \$54,097 and \$19,276, respectively, for advances that had not been repaid.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services including administrative and clinical personnel. During fiscal years ended June 30, 2020 and 2019 the Center paid \$164,165 and \$165,003, respectively.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 12 EMPLOYEE RETIREMENT PLAN

The Center maintains a tax deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. The Center reinstated a match which was effective in January, 2020 and all eligible employees receive a 50% match for their first 4% of contributions. Additionally, in 2020 the Center made a one-time contribution of 1% to all employees that were making contributions as of March 31, 2020. During the years ended June 30, 2020 and 2019, the total employer contributions into this retirement plan were of \$64,198 and \$0.

NOTE 13 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers is as follows:

	<u>2020</u>	<u>2019</u>
Due from clients	10 %	14 %
Insurance companies	29	17
Medicaid	45	53
Medicare	<u>16</u>	<u>16</u>
	<u>100 %</u>	<u>100 %</u>

NOTE 14 OPERATING LEASES

The Center leases real estate and equipment under various operating leases. Minimum future rental payments under non-cancelable operating leases excluding common area maintenance fees as of June 30, 2020 for each of the next five years and in the aggregate are:

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	\$ 650,547
2022	375,526
2023	81,799
2024	81,581
2025	<u>13,597</u>
	<u>\$ 1,203,050</u>

Total rent expense for the years ended June 30, 2020 and 2019, including rent expense for leases with the remaining term of one year or less and applicable common area maintenance fees, was \$710,325 and \$643,010, respectively.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 15 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and property and equipment.

Due to these economic uncertainties the Center applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain.

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

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 21, 2020, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2020, have been incorporated into the basic financial statements herein.

SUPPLEMENTARY INFORMATION

West Central Services, Inc. d/b/a West Central Behavioral Health
ANALYSIS OF CLIENT SERVICE FEES
 For the Year Ended June 30, 2020

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances & Discounts</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
CLIENT FEES	\$ 66,062	\$ 1,029,192	\$ (823,415)	\$ (217,760)	\$ 54,079
OTHER INSURANCE	80,205	805,047	(327,681)	(400,896)	156,675
MEDICAID	255,122	8,206,418	(1,195,535)	(7,019,618)	246,387
MEDICARE	<u>81,453</u>	<u>1,046,228</u>	<u>(650,938)</u>	<u>(392,820)</u>	<u>83,923</u>
TOTALS	<u>\$ 482,842</u>	<u>\$ 11,086,885</u>	<u>\$ (2,997,569)</u>	<u>\$ (8,031,094)</u>	<u>\$ 541,064</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES
For the Year Ended June 30, 2020

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) from BBH End of Year
Contract Year, June 30, 2020	<u>\$ 26,073</u>	<u>\$ 377,128</u>	<u>\$ (275,730)</u>	<u>\$ 127,471</u>

Analysis of Receipts Date of Receipt Deposit Date	Amount
10/02/19	\$ 7,323
10/02/19	18,750
10/18/19	14,646
10/18/19	37,500
11/15/19	7,323
11/15/19	18,750
12/26/19	7,323
12/26/19	18,750
01/21/20	7,323
01/21/20	18,750
02/26/20	7,323
02/26/20	18,750
03/19/20	10,000
05/18/20	14,646
05/18/20	42,500
05/29/20	7,323
05/29/20	18,750
	<u>\$ 275,730</u>

West Central Services, Inc. d/b/a West Central Behavioral Health
 STATEMENT OF FUNCTIONAL REVENUES
 For the Year Ended June 30, 2020, with
 Comparative Totals for 2019

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2019
Program Services Fees													
Net Client Fees	\$ 205,777	\$ -	\$ 205,777	\$ 76,155	\$ 3,044	\$ 49,492	\$ 24,490	\$ 745	\$ 4,074	\$ 31,682	\$ -	\$ 16,095	\$ 268,383
Medicaid	7,010,883	-	7,010,883	2,152,147	87,870	2,984,094	461,544	103,050	1,081,637	38,665	-	101,876	6,826,542
Medicare	395,290	-	395,290	275,568	-	80	27,792	16,881	3,939	48,831	-	22,199	259,338
Other Insurance	477,368	-	477,368	188,930	-	147,861	4,439	10,125	232	92,825	-	32,956	407,926
Public Support - Other													
Local/County Gov't.	58,903	-	58,903	19,608	662	23,166	3,774	952	7,936	1,544	-	1,261	79,367
Donations/Contributions	855,962	-	855,962	272,853	9,300	328,557	52,726	13,237	111,385	44,152	-	23,752	222,066
Grants	497,339	-	497,339	158,602	5,371	190,928	30,636	7,709	64,654	25,663	-	13,776	483,227
Other Public Support	15,710	-	15,710	-	-	15,710	-	-	-	-	-	-	24,495
BBH													
Community Mental Health	377,128	-	377,128	12,650	1,000	14,250	245,350	97,878	2,500	1,500	-	2,000	321,876
Other BBH	560,264	-	560,264	48,321	-	15,627	29,870	167,111	-	16,786	-	282,549	596,044
Rental Incomes	160,027	-	160,027	4,871	-	-	-	-	155,156	-	-	-	152,606
Other Revenues	299,771	-	299,771	16,533	464	16,268	4,435	31,262	36,370	1,805	188,528	4,106	47,364
TOTAL PUBLIC SUPPORT AND REVENUES	\$10,914,422	\$ -	\$ 10,914,422	\$ 3,226,238	\$ 107,711	\$ 3,786,033	\$ 885,056	\$ 448,950	\$ 1,467,883	\$ 303,453	\$ 188,528	\$ 500,570	\$ 9,689,234

West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2020, with
Comparative Totals for 2019

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2019
Personnel Costs:													
Salary &Wages	\$ 6,371,683	\$ 496,295	\$ 5,875,388	\$ 1,913,710	\$ 81,632	\$ 1,661,881	\$ 576,585	\$ 356,344	\$ 636,236	\$ 208,862	\$ 37,498	\$ 402,640	\$ 6,202,511
Employee Benefits	778,426	36,832	741,594	286,363	14,968	225,915	45,502	32,697	62,424	33,199	4,399	36,127	703,224
Payroll Taxes	432,124	33,652	398,472	130,678	5,887	115,774	23,064	24,920	44,084	22,097	2,365	29,603	438,769
Professional Fees:													
Professional Fees	260,973	30,385	230,588	135,577	1,418	47,240	11,342	4,253	15,872	5,671	745	8,470	282,222
Staff Devel. & Training:													
Staff Development	28,186	17,801	10,385	3,079	5	10	1,983	331	-	147	700	4,130	29,508
Occupancy Costs:													
Rent	809,865	19,500	790,365	221,840	7,036	194,493	54,081	19,776	124,794	31,177	102,145	35,023	672,012
Other Utilities	84,778	-	84,778	15,246	650	17,384	3,997	1,903	43,762	1,436	400	-	91,395
Maintenance and Repairs	59,072	335	58,737	5,016	256	8,240	1,315	738	42,352	280	145	395	97,735
Taxes	36,000	-	36,000	-	-	-	-	-	36,000	-	-	-	36,000
Other Occupancy Costs	246,297	-	246,297	83,451	925	83,206	18,808	2,698	34,090	18,405	549	4,165	182,692
Consumable Supplies:													
Office/Building/Household	50,046	10,907	39,139	11,233	462	8,417	3,104	1,408	11,923	1,056	877	659	61,914
Food	40,068	2,565	37,503	1,922	43	3,360	509	59	31,461	45	19	85	41,352
Equipment Rental	23,346	7,302	16,044	5,920	245	5,167	1,511	695	922	614	130	840	21,591
Equipment Maintenance	11,395	11,260	135	-	-	135	-	-	-	-	-	-	10,676
Depreciation	77,647	4,458	73,189	18,762	651	12,915	2,592	1,299	29,064	1,296	-	6,610	85,997
Advertising	20,078	-	20,078	6,358	182	7,742	1,453	545	1,998	727	-	1,073	21,209
Membership Dues	50,717	-	50,717	19,276	445	17,139	3,579	1,359	4,891	1,805	-	2,223	-
Telephone/Communications	71,551	11,560	59,991	13,083	770	16,930	5,294	10,226	8,271	1,681	303	3,433	65,078
Postage/Shipping	9,245	6,354	2,891	1,120	50	894	298	149	185	91	104	-	8,986
Transportation:													
Staff/Clients	101,336	5,697	95,639	32,371	185	25,115	22,605	4,490	3,589	1,582	2,687	3,015	118,539
Insurance:													
General/Liability	141,462	-	141,462	46,649	1,607	42,611	10,765	4,431	22,314	5,298	529	7,258	147,523
Interest Expense	955	-	955	334	10	315	76	29	105	38	-	48	17,799
Other Expenditures	296,478	55,309	241,169	92,401	2,157	76,138	17,017	9,035	30,410	8,373	66	5,572	335,563
TOTAL EXPENSES	10,001,728	750,212	9,251,516	3,044,389	119,584	2,571,021	805,480	477,385	1,184,747	343,880	153,661	551,369	9,672,295
Administrative Allocation	-	(750,212)	750,212	230,956	16,406	166,750	57,275	35,292	98,659	55,302	36,496	53,076	-
TOTAL PROGRAM EXPENSES	\$ 10,001,728	\$ -	\$ 10,001,728	\$ 3,275,345	\$ 135,990	\$ 2,737,771	\$ 862,755	\$ 512,677	\$ 1,283,406	\$ 399,182	\$ 190,157	\$ 604,445	\$ 9,672,295



**Board of Directors
4-21-21**

Peter Bleyler - Chair

Douglas Williamson – Vice Chair – Chair Development and Community Relations Committee

Anne Page – Secretary/Treasurer – Chair Finance Committee

Sarah (Sally) Rutter – Chair – Quality Improvement Committee

Sheila Shulman – Chair Governance Committee

Brooke Adler

Aimee Claiborne

Lisa Cohen

Kaitlyn Covell

Kenneth Dolkart MD

Kenneth Goodrow

Robert Hansen

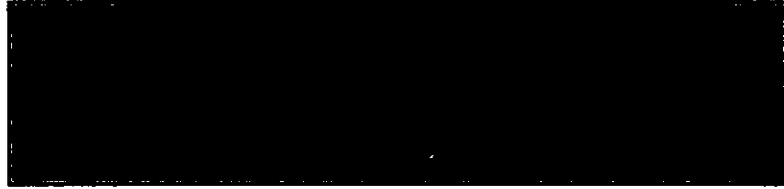
Brian Lombardo MD

William C. Torrey MD

Roger Osmun PHD – Ex Officio

Diane Roston MD – Ex Officio

Roger W. Osmun, Ph.D.
Licensed Psychologist



Education

Ph.D., Clinical Psychology
Temple University

M.A., Clinical Psychology
Temple University

B.A., Psychology, High Honors
Magna Cum Laude and Phi Beta Kappa
University of Rochester

Licensure

Pennsylvania Licensure (Psychologist),	June 1996	Lic. #: PS-008322-L
Delaware Licensure (Psychologist)	January 1999	Lic. #: B1-0000522

Listed in the *National Register of Health Service Psychologists*, Registrant #4431

National Provider Identification (NPI): 1750346136 (Roger W. Osmun, Ph.D.)
1295206290 (Pinnacle Psychological Services, LLC)

Clinical and Administrative Experience

2019- **President and CEO, West Central Behavioral Health, Lebanon, NH**

Private, non-profit behavioral health organization [501(c)3]
Approximately 145 employees; approximately 2,600 clients served annually.
7 locations (6 offices and 1 residential program) in the Upper Valley and
Greater Sullivan County
Annual Revenue: \$10M FY20
Direct Reports: 7 (including Vice President of Operations, Vice President of
Clinical Services, Chief Financial Officer, Medical Director and HR Director)

Activities: Functioned as the administrative lead of a 7-person Executive Leadership Team. Oversaw all operational aspects of a comprehensive, community-based behavioral health organization. Agency programs include, but are not limited to: outpatient treatment (mental health & substance abuse) for adult and children/adolescents, Assertive Community Treatment (ACT), targeted case management, peer support services, mobile crisis intervention, Employee Assistance Programs (EAP), mental health court, mental health first aid, supported living/housing and adult community residential rehabilitation.

2018-2019 **Psychologist and Founder**, Pinnacle Psychological Services, LLC Paoli, PA

Private psychology practice focusing on child/adolescents and adult psychotherapy; psychological and neuropsychological assessment; clinical consultation and supervision; and continuing education training and presentations

2016-2018 **Chief Operating Officer**, Holcomb Behavioral Health Systems, Exton PA

Private, non-profit behavioral health organization [501(c)3]
Joint Commission Accredited since 2000
Approximately 720 employees; approximately 21,000 clients served annually.
30 Locations (14 offices and 16 residential programs) in PA, DE, MD and NJ
Annual Revenue: \$31M FY17; \$32M FY18
Funding: 40% Medicaid, 30% State/County, 15% Commercial, 10% Self-Pay, 5% Medicare
Report to: Chief Executive Officer of parent organization and directly to the board
Direct Reports: 8 (including Senior Director of Operations, Chief Compliance Officer, Clinical Director and Regional Directors including two affiliate organizations)

Activities: Functioned as the administrative lead of a 14-person Quality Management Committee. Responsible for developing and adhering to a \$31M+ annual budget. Oversaw all operational aspects of a comprehensive, community-based behavioral health organization, previously serving in the role as Chief Clinical Officer (see below). Agency programs include, but are not limited to: outpatient treatment (mental health & substance abuse), child/adolescent Behavioral Health Rehabilitative Services (BHRS), family based services, blended case management, early intervention, psychiatric rehabilitation (clubhouse and mobile psych rehab), mobile crisis intervention and crisis residential, truancy intervention, Student Assistance Programs (SAP), forensic assessments, mental health first aid, supported living and adult community residential rehabilitation.

Achievements in FY18:

- Increased Medicaid revenue on existing service lines by \$500K (1.2%)
- Improved administrative and clinical efficiency resulting in reduced expenses by \$1.2M (3.9%)
- Expanded into two new service line contracts totaling \$475K

- Successfully transitioned from an outdated electronic health record to a new system able to manage all agency services, including mobile services not previously part of the agency EHR
- Transitioned three service lines to be responsive to value-based payment through implementing metric-based monitoring of service outcomes
- Established an emerging leadership development program for middle management and other high potential employees

1996-2016 **Chief Clinical Officer, Holcomb Behavioral Health Systems, Exton, PA**

Activities: Served as clinical lead on a 700+ person behavioral organization, overseeing all clinical services and staff. Oversaw the development and implementation of all agency clinical policies and procedures; additionally involved in the development of many administrative policies. Administratively monitored the best practice compliance and empirical outcomes of services for diverse clinical and psychosocial services provide by approximately 650 direct care staff across all locations. Monitored new clinical program development, including proposal writing and contract development.

Achievements FY97-FY16:

- Achieved a 62% success rate of contract attainment through competitive bidding process supporting agency growth from \$2M to \$30M. Largest contract attained was \$2.2M.
- Obtained and maintained Joint Commission accreditation since 2000 through establishment of comprehensive polices/procedures and effective performance improvement systems.
- Established in 2005 and expanded to a nationally recognized doctoral psychology internship program to a cohort of eight interns. Obtained APA accreditation in 2016.
- Established agency as a Pennsylvania pre-approved provider of continuing education for psychologists and social workers/professional counselors through standardize curriculum and use of reputable presenters.
- Established processes to obtain Co-Occurring Disorder competency status.
- Established recovery-oriented, trauma-informed and culturally competent practices through the agency, including a comprehensive best practices matrix for child and family treatments.

1993-1996 **Primary Therapist, Devereux Foundation-Brandywine Center, Glenmoore PA**

Residential treatment center for behaviorally and emotionally disturbed adolescent males, frequently with a co-occurring diagnosis of substance abuse/dependency.

Activities: Maintained an average caseload of 10 clients, conducting all individual, group, and family therapy. Supervised implementation of milieu services. Served as primary liaison between multidisciplinary treatment team and

mental health agencies and families. Conducted admission psychological evaluations and psychosocial assessments. Participated on the Utilization Review Committee, Sexual Abuse Task Force, Joint Commission Site Visit Committee and Treatment Plan/Review CQI committees. Conducted regular Monitoring and Evaluation of center's clinical reports for Continuous Quality Improvement. Conducted inservices with residential and clinical staff on various topics. Supervision of assessment practicum students from local universities. Organized local conference on treatment of adolescent sexual offenders and abuse reactive children.

1996 **Consultant, Children and Family Support Services, Inc., Pottstown PA**

Activities: Conducted psychological assessments for determination of continued need of clinical BHRS services and treatment plan development. Provided supervision to master's level therapists providing Mobile Therapy and Behavioral Specialist Consultation.

1992-93 **Clinical Psychology Internship, Temple University Hospital, Philadelphia PA**

Activities: APA accredited internship. Participated in 3 major clinical rotations: inpatient (6 months), outpatient (3 months), and physical medicine and rehabilitation (3 months). Worked in context of a multidisciplinary treatment team during all rotations. During the internship year, maintained a minimal outpatient caseload of 45 client hours per month. Conducted psychological and neuropsychological evaluations on inpatient, outpatient and medical patients. Worked in the Psychiatric Emergency Service, assisting on-call residents in evaluation and case disposition. Followed several cardiac transplant patients from evaluation stage through candidacy and eventual transplantation. Conducted neuropsychological evaluation both pre- and post-transplant. Provided supportive therapy throughout transplant process. Served in supervisory role of 3rd year medical students during their psychiatry clerkship in conjunction with an attending psychiatrist. Provided lectures to medical students on psychological evaluation techniques. Supervised graduate practicum students during testing practicum placements at the hospital.

Research Experience

1994 **Dissertation:** "An Examination of the Relationship Between Adult Ego Identity Status and Psychopathology"

1991 **Masters Thesis:** "Ego-Identity Status: Influences on Psychotherapy Seeking"

1988-89 **Research Assistant, Temple University**

Activities: Assessed cognitive reasoning abilities of psychiatrically impaired adolescents at Institute of the Pennsylvania Hospital (now Kirkbride Center)

1987-88 **Honors Thesis Research:** "Loneliness, Social Skills, and Self-Perceptions", Univ. of Rochester. Received High Honors

Teaching Experience

1999- **Adjunct Faculty**, Immaculata University

Activities: Taught an average of 4 graduate-level psychology courses per year in the university's masters and doctoral program; served on dissertation committees; oversaw doctoral students' independent projects.

Primary courses: Treatment of Children and Adolescents; Professional Issues and Ethics; Cognitive-Behavioral Theory and Therapy; Existential-Humanistic Theory and Therapy; Human Sexuality and Dysfunction, Clinical Supervision and Consultation; Group Dynamics; Family Counseling.

2003- **Clinical Assistant Professor**, Philadelphia College of Osteopathic Medicine

1999-2003 **Presenter**, CASSP Institute Harrisburg, PA

Activities: Provide state-sponsored trainings regarding child/adolescent services to behavioral health professionals, teachers and families throughout southeastern Pennsylvania. Topics have included issues such as clinical supervision, discharge planning, writing effective treatment plan, writing skills for managed care and various clinical diagnostic categories.

1991-92 **Instructor**, Theories of Personality; Psychopathology, Temple University

1990-92 **Psychological Assessment Course Supervisory Assistant**, Clinical Psychology Program, Temple University.

1986 **Teaching Assistant**, Introductory Psychology, University of Rochester

Publications

Zuckerman, M., Fischer, S.A., Osmun, R.W., Winkler, B.A., & Wolfson, L.R. (1987). Anchoring in lie detection revisited. Journal of Nonverbal Behavior, 11(1), 4-12.

Zuckerman, M., Colwell, E.L., Darche, P.R., Fischer, S.A., Osmun, R.W., Spring, D.D., Winkler, B.A., & Wolfson, L.R. (1988). Attributions as inferences and explanations: Effects on discounting. Journal of Personality and Social Psychology, 54(6), 1006-1019.

CURRICULUM VITAE

Diane M. Roston, M.D.

Education:

M.D.	University of Wisconsin School of Medicine	1986
M.S.	Science Journalism (coursework only) University of Wisconsin School of Journalism	1982
B.S.	Health Education, summa cum laude University of Wisconsin	1978
	English Major, Grinnell College	1973 - 1975

Postdoctoral Training:

	Dartmouth-Hitchcock Medical Center, Lebanon, NH Residency in Psychiatry	1986 - 1990
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Licensure and Certification:

	Diplomate, National Board of Medical Examiners	1987
	Diplomate, Adult Psychiatry, #036414 American Board of Psychiatry and Neurology	1992
	New Hampshire Medical Licensure - #7851	1988 – present
	Vermont Medical Licensure - #8369	1991 - present

Academic Appointments:

	Clinical Faculty, Department of Psychiatry Geisel School of Medicine at Dartmouth, Lebanon, NH	2010 - present
	Adjunct Faculty, Department of Psychiatry Dartmouth Medical School, Lebanon, NH	1992 - 2010
	Lecturer in Psychiatry Dartmouth Medical School, Lebanon, NH	1991 - 1992
	Adjunct Assistant Professor of Women's Studies	1991 - 1992

Dartmouth College, Hanover, NH

Hospital Appointments:

Alice Peck Day Memorial Hospital, Lebanon, NH 2016 - present; 1996-2004
Consulting staff

Valley Regional Hospital, consulting staff, Claremont, NH 2016 – present

Nashua Brookside Hospital, Nashua, NH 1988-1990

Experience:

2007-present Medical Director, West Central Behavioral Health
Lebanon, NH

- Supervision of medical and nursing staff
- Chair, Quality Improvement committee
- Coordination of on-site research pilot studies
- Ex-officio member, Board of Directors
- Member, executive staff

1995-present Clinic Psychiatrist, West Central Behavioral Health, Lebanon, NH

- Provided care to individuals with chronic mental illness, including psychotic illnesses, anxiety disorders, affective illness, PTSD, and borderline personality disorder
- Supervised 3rd year psychiatry residents for one year rotation
- Provide clinical guidance to interdisciplinary care teams

1990-present Private Practice, general psychiatry, White River Junction, VT

1993-1995 Staff Psychiatrist, Counseling Center of Lebanon
West Central Behavioral Health, Lebanon, NH

1990-1991 Research Associate with George Vaillant, M.D.
Institute for the Study of Adult Development
Dartmouth Medical School, Hanover, NH

1982 Editor, Motherhood and Childbirth Project
Women's Studies Research Center
University of Wisconsin, Madison, WI

1978-1981 Patient Educator and counselor
Wisconsin Clinical Cancer Center
University of Wisconsin Hospitals & Clinics
Madison, WI

Major Committee Assignments and Consultations:

National and Regional

Consortium of Women Psychiatrists, Hanover, NH	1992-1996
Women's Information Service (WISE), Lebanon, NH	1990-2003
Volunteer training consultant	
National Cancer Institute, Evaluation Consultant	1979-1981
Cancer Information Service Evaluation Task Force	

Institutions:

Obstetrics and gynecology / Psychiatry Liaison Committee	1994-1996
Psychobiology of Women Steering Committee	1990-1997
DHMC Department of Psychiatry	
Parental leave Task Force, chairperson	1988-1990
DHMC Department of Psychiatry	

Memberships in Professional Societies:

- American Association of Community Psychiatrists
- American Medical Women's Association
- American Psychiatric Association
- Association for Women in Psychiatry
- National Alliance for the Mentally Ill
- New Hampshire Medical Society
- New Hampshire Psychiatric Association
- Vermont Psychiatric Association

Teaching Activities:

Outpatient Psychiatry Seminar	1996 - present
Third year psychiatry resident seminar on models and practice of outpatient care	
Adult Development Didactics	2002 - 2015
Psychiatry residency curriculum, DHMC, Lebanon, NH	
"Gender, Culture and Spirituality in Psychiatry"	
Didactic module in psychiatry residency curriculum, Dartmouth-Hitchcock Medical Center, Lebanon, NH	1997 - 2004
Introduction to Psychiatry, clinical instructor	1993 - 2007
Second year medical student introductory course Dartmouth Medical School, Hanover, NH	
Supervision of Psychiatry Interns and Residents	1991 - present
Dartmouth-Hitchcock Medical Center, Lebanon, NH	
"Health, Society, and the Physician," group facilitator,	1995
Dartmouth Medical School fourth year course, Department of Family and Community Medicine	
Case Conference Coordinator, Outpatient Psychiatry	1994 - 1996
Third year psychiatry resident training seminar	

Dartmouth-Hitchcock Medical Center, Lebanon, NH
The Psychology of Women in Health and in Sickness 1991
Undergraduate seminar professor
Dartmouth College, Hanover, NH

Other Professional Activities:

Private Practice Supervision Group 1993 - present
Co-organized Women and Psychiatry module 1989 - 1997
in psychiatry residency curriculum, DHMC, Lebanon, NH
Cofounder, regional conference, women & psychiatry 1993 - 1994
Women's Health Faculty Study Group 1990 - 1996
Co-leader, psychodynamic psychotherapy group practicum 1991 - 1993

Invited Presentations:

"The Role of an ObGyn/Psychiatry Liaison Group in Interdepartmental Program Development," North American Society for Psychosocial Obstetrics and Gynecology annual meeting, Santa Fe, NM, Feb. 1996.
"Women and Depression," Dartmouth Medical School elective on Women's Health, October 1995.
"Issues in Working with Difficult Personalities." Regional continuing education program for midwives, October 1994.
"Ego Defenses in Brief Psychotherapy." Psychiatry seminar, DHMC, Dec. 1994.
"Caring for Survivors of Sexual Abuse." in Topics in Primary Care of Women, DHMC, Continuing Medical Education program, November 1992.
"Prenatal Care and Childbirth Issues for Survivors of Childhood Sexual Abuse." Regional continuing education program for midwives, October 1992.
"Postpartum Psychiatric Disorders." Women's Health Faculty Study Group, DHMC, 1992.
"Postpartum Psychiatric Disorders." Dept. of Ob/Gyn, Nursing Division, DHMC, 1992.
"Women and Anger." Regional CME course on The Psychology of Women, Hanover, NH, September, 1993.
"Women and Anger." Women's Health Faculty Study Group, DHMC, 1993.
"Psychiatric Aspects of Pregnancy and the Puerperium." Psychiatry residency seminar, DHMC, April 1993.
"Psychiatric Aspects of Abortion." Psychiatry residency seminar, DHMC, April, 1992.
"Adult Development." Psychiatry residency seminar, DHMC, April, 1991.
"Screening for Psychiatric 'Red Flags'." Women's Information Service (WISE), Lebanon, NH, incorporated into semiannual training program, 1991-present.

Publications:

Roston, D. An extraordinary team. *Community Psychiatrist*. A Publication of the American Association of Community Psychiatrists. 32:1. 12-13. April 2018.

Roston, D. Surviving suicide: a psychiatrist's journey. *Death Studies*. 41:10, 629-634. DOI: 10.1080/0748118712017.1335547. Routledge Press. 2017.
<https://doi.org/10.1080/07481187.2017.1335547>.

Vaillant, GE, Orav, J, Meyer, S, Vaillant, L, and Roston, D. Late life consequences of affective spectrum disorder. *Intl. Psychogeriatrics* 8:1-20; 1996.

Roston, D. A Season for Family: One Physician's Choice. *Psychiatric Times*. Oct. 1993.
Roston, D. On Studying Anatomy. *Academic Medicine*. 68:2, February 1993.

Roston, D., Lee, K., and Vaillant, GE. A Q-Sort Approach to Identifying Defenses. in Vaillant, GE, editor, Ego Mechanisms of Defense: A Guide for Clinicians and Researchers. Washington, DC: American Psychiatric Press, 1992.

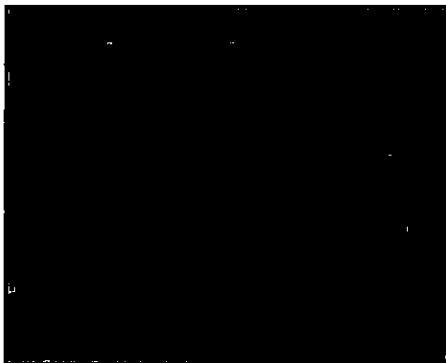
Vaillant, GE, Roston, D, and McHugo, G. An Intriguing Association Between Ancestral Mortality and Male Affective Disorder. Archives of General Psychiatry. 49, 709-715, 1992.

Roston, D. Acupuncture: Possible Mechanisms of Action. The New Physician. Jan 1985.

Roston, D., Editor, Motherhood Symposium Proceedings. Women's Studies Research Center, University of Wisconsin, Madison, WI. 1982.

Roston, D., and Blandford, K. Developing an Evaluation Strategy: A Client Survey Research Model. I Info and Referral Systems. 3:1, 1980.

Roston, D., and Blandford, K., Wisconsin Cancer Information Service User Survey Research Study. Wisconsin Clinical Cancer Center. Madison, WI. 1980.



CURRICULUM VITAE

NANCY NOWELL

EDUCATION

Predocctoral Internship in Clinical Psychology
Albany Psychology Internship Consortium
Albany, New York
American Psychological Association (APA)-accredited program

Ph.D. (1992): Clinical Psychology
Northern Illinois University (NIU)
APA-accredited program

M.A. (1988): Clinical Psychology
Northern Illinois University (NIU)

B.A. (1985): Psychology
The University of Kansas

CLINICAL EXPERIENCE

February, 2008 - Present: Vice President of Clinical Service organizes the development of all clinical programs within WCBH. Also, develops, implements, and updates clinical procedures to ensure high quality of care.

September 2003 - February 2008: Vice President of Outpatient Operations responsible for planning, organizing, directing and evaluating outpatient clinical services of the WCBH.

March 2002 - September 2003: Vice President of Quality Improvement and Training at WCBH maintaining high standards of care and compliance with requirements stipulated by funding sources and regulatory bodies. Support and guide all quality improvement efforts. Write policies and procedures; serve as resource for quality assurance and improvement activities. Supervise the Risk Management Director and QA Manager.

February 1999 - March 2002: Director of Risk Management at WCBH ensuring all clinical programs maintain high standards of care and were in compliance with requirements stipulated by funding sources and regulatory bodies. Write policies and procedures, develop educational risk management and safety programs and train employees.

- July 1998 - February 1999: Psychologist providing psychotherapy to clients. An active member of the treatment team. Document and coordinate care and offer clinical testing and supervised staff.
- July, 1995 - July, 1998: Licensed Clinical Psychologist in group psychology practice. Evaluation, therapy, and psychological testing for adults, families, couples, adolescents, and children. State disability evaluations. Areas of specialization and interest include women's issues; the cognitive-behavioral treatment of eating disorders, depression, and anxiety; marital therapy; adjustment to divorce in adults and children; and grief and loss issues.
- July, 1994 - June, 1995: Psychologist in hospital-affiliated outpatient mental health agency, Hurley Mental Health in Burton, Michigan. Therapy and psychological testing for adults, adolescents, and children. ADHD evaluations. Assessment and treatment upon referral from the State child protective services agency. Intake evaluations and triage. Supervision of Limited Licensed Psychologists.
- July, 1994- June, 1995: Psychologist in group practice, Center for Personal Growth in Huron Michigan. Therapy for adults, families, couples, adolescents, and children. Specialization in the outpatient treatment of eating disorders, marital therapy, and the treatment of mood and anxiety disorders.
- January, 1992 - June, 1994: Counselor at Rensselaer Polytechnic Institute's (RPI) College Counseling Center in Troy, New York. Responsibilities included counseling, assessment (including learning disabilities assessments), frequent on-call duties, crisis intervention, consultation with campus community, health education committee work, supervision of graduate students in training, and participation in quality assurance. Presentations and workshops on suicidal students, family problems, relationship issues, depression, anxiety, stress management, academic underachievement, learning disabilities, adjustment to college, substance abuse, eating disorders, assertiveness, and psychological aspects of sexual harassment.
- September, 1990 - August, 1991: Predoctoral intern at Albany Psychology Internship Consortium. Included three four-month rotations on inpatient unit (Albany Medical College), outpatient services (Capital District Psychiatric Center, Albany County Mental Health Clinic), and health/neuropsychology (VA Hospital). Inpatient and outpatient psychotherapy and psychological testing. Year-long family therapy practicum. Training in child custody evaluations. General psychotherapy groups. Weight management and cardiac rehabilitation groups. Presentations on PTSD, grief, panic disorder, eating disorders, and depression. Supervision of externship students from the State University of New York (SUNY) at Albany.
- Spring, 1990: Psychology Trainee. Co-led a women's issues therapy group at Family Service Agency in DeKalb, Illinois

January, 1990 - June, 1990: Behavioral Consultant at Bethesda Lutheran Home in Aurora, Illinois, a residential facility for the developmentally disabled.

Fall, 1989: Neuropsychology Extern at the University of Wisconsin Medical School, Mount Sinai Campus in Milwaukee, Wisconsin, under the supervision of Dr. Kerry Hamsher. Externship provided exposure to assessment and differential diagnosis in neurobehavioral disorders.

July, 1988 - August, 1989: Clinical Assistant at the NIU Psychological Services Center. Responsibilities included conducting individual, child, marital, group, and family psychotherapy; intake interviews; participation in administrative functions; and external workshops.

Spring, 1987 and Spring, 1988: Psychology Trainee. Co-led eating disorders therapy groups at the NIU Counseling and Student Development Center.

August, 1985 - May, 1988: Psychology Trainee. Six semesters of psychotherapy practicum at the NIU Psychological Services Center. Conducted individual and family psychotherapy and intellectual and personality assessments with children and adults.

TEACHING EXPERIENCE

Spring, 1998: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Child Development.

Fall, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Abnormal Psychology.

Summer, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology.

Spring, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. Two sections of General Psychology and one section of Child Development.

Spring 1988: Teaching Assistant for graduate level course at NIU, Clinical Psychology ID: Personality Assessment.

Fall, 1987: Teaching Assistant for graduate level course at NIU, Clinical Psychology 1: Theory and Assessment of Intellectual Functioning.

Spring, 1987: Teaching Assistant for two sections of Introductory Psychology at NIU.
Fall, 1986: Teaching Assistant for two sections of Introductory Psychology at NIU.

RESEARCH EXPERIENCE

May, 1992: Nowell, N.A.S. Investigation of dimensions associate with bulimic symptomatology. Unpublished Dissertation, Northern Illinois University, DeKalb, Illinois.

August, 1989 - August, 1990: Awarded Dissertation Completion Award from NIU Graduate School.

May, 1988: Sheldon, N.A. & McCanne, T.R. Impulsivity in bulimic syndrome. Presented at the meeting of the Midwestern Psychological Association, Chicago.

November, 1987: Sheldon, N.A. Impulsivity in the bulimic syndrome. Unpublished Thesis, Northern Illinois University, DeKalb, Illinois.

August, 1985 - August, 1986: Research Assistant at NIU. Participated in a wide variety of research activities including design, implementation, and data analysis of psychophysiological studies and eating disorders research.

PROFESSIONAL AFFILIATIONS

American Psychological Association

Cynthia A. Twombly, MA, MBA, LCMHC

Professional Experience

West Central Behavioral Health, Lebanon, NH

2/2009 - Present

Vice President Operations

Member of the Executive leadership team responsible for strategic planning, fiscal management, policy setting, and employee relations for a community behavioral health system servicing New Hampshire's Sullivan and Lower Grafton Counties. Work in conjunction with CEO and other members of the Executive Team assessing overall organizational performance against annual budget and business goals. Work collaboratively to develop agency's long-range strategies and solutions to complex issues that arise making sure to optimize resources and minimize risk.

Provide leadership for professional staff in management roles including Quality Improvement, Information Technology, Facilities Management, Administrative Support, Patient Registration, Medical Records, Safety and Child Impact for the agency's six outpatient locations, a senior 16 bed residential facility (Arbor View) and administration facilities.

- Direct oversight of system wide compliance with state, federal, and managed care regulatory requirements and standards.
- Direct the process of continuous process improvement to increase work flow efficiencies and eliminate redundancies for front office, clinical documentation requirements and quality improvement.
- Assess, monitor and impact the agency's managed care quality measures reporting requirements and pay for performance initiatives.
- Oversee and responsible for the application process and reporting requirements for Center of Medicaid and Medicare Services' Merit-Based Incentive Payment System (MIPS), Physician Quality Reporting System (PQRS), the Meaningful Use Incentive, State of NH DHHS and Integrated Delivery Network (IDN) quality reporting measures.
- Assessed and directed the agency's operational needs and implementation of new IT/Software systems: 2 electronic medical records, operations reports system and E-Prescribing.
- Participate as a member of the Internal Quality Improvement Committee developing and implementing agency policy and monitoring procedures.
- Participate as a member of external committees and stakeholders:
 - Integrated Delivery Network (IDN-1) Integrated Care Implementation Committees (4)
 - Greater Sullivan County Public Health Network strategizing and implementing public health improvements.
 - NH Citizen's Health Initiative Behavioral Health Integration Learning Collaborative
 - Upper Valley & Greater Sullivan County Emergency Preparedness Assessment and Strategy Development Committees
- Provide leadership and guidance implementing the agency's goals as a member of the New England Practice Transformation Network initiative that is charged to improve quality care and impact health care reform by CMS.
- Contribute to the Board of Directors Development Committee as a member supporting fundraising and advocacy for
- Provided leadership to the agency's signature 2 day fundraiser including oversight of Steering Committee and 50+ event volunteers.
- Collaboratively developed the agency's annual \$10 million budget with previous Chief Financial Officer's including working with Clinical Program Directors on budget planning and forecasting.
- Directed the relocation process impacting four Sullivan County outpatient facilities including lease negotiation, facility fit-up/design, and sale of real estate.

Center for Life Management, Derry, NH

10/2007 - 1/2009

Director, Integrated Care

- Developed an Integrated Service Delivery Model including operations, financial projections, policies, and marketing strategy targeted to Primary Care and Specialty Physician practices for growth and development of services into locations within the Rockingham County region.
- Developed new programs and services in collaboration with Parkland Medical Center's Executive Team. Developed and maintained physician relationships to increase referral base and improve quality of care for patients.
- Improved community awareness and brand through a collaborative effort with marketing consultant including development and production of a regional community television program and a testimonial video production.
- Developed a strategic plan to partner the targeted community, Major Gift's effort, medical system community and the organization through an inaugural charity event to increase awareness and fund development
- Contributed to of the Board of Directors Development Committee as member supporting fundraising and advocacy for CLM.

Affiliated with Nashua Medical Group, Harvard Pilgrim Health Plan, Nashua, NH

- Provided in-depth needs assessment and treatment for adults/adolescents, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.
- Coached/trained individuals and groups in skills for career development, work relationship dynamics, problem solving, goal setting, personality preference/typing, stress management and wellness.
- Contracted EAP consultant/counselor services to local businesses and corporations.
- Provided corporate and business training in leadership, team development/dynamics, effective communication, conflict resolution, and stress and change management.

Southern NH Health Systems, Nashua, NH

10/1998 - 8/2001

Director

- Contributed to the strategic planning, development and implementation of an integrative prevention health center including staffing of providers and administration, fit-up, design, operations, forecasting and budgetary responsibilities.
- Participated in the development of a strategic marketing plan for the health center including branding, naming, logo development, and creation of advertisements and media role-out.
- Recruitment and hiring of physicians, support staff and allied health professionals.

Center for Life Management, Salem, NH

5/1997 - 2000

Fee for Service Clinician

- Provided in-depth needs assessment and treatment for adults/adolescents, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.

Southern NH Health Systems, Nashua, NH

5/1993 - 10/1998

Cardio-Pulmonary Rehab, Clinical

- Developed and managed chronic disease and prevention programs within the Cardio-Pulmonary and Community Health Department.
- Provided physical conditioning, reconditioning, risk factor reduction and education through exercise prescription, supervised exercise and educational programs.
- Interfaced with Senior Management, Physician Committees and Chief of Staff for growth and development of integrated programs within the Southern New Hampshire Medical Center System.
- Participated as a member for the development and management of hospital wide wellness programs and pain management committees.

Nashua Downtown Development, Nashua, NH

9/1987 - 2/1993

Business/Community Development Director

- Reported directly and accountable to Board of Directors.
- Budgetary responsibility and fiscal management
- Recruited/solicited businesses to relocate/expand to the Downtown region of Nashua, NH.
- Responsible for all media communications including television, radio and newspapers.
- Wrote and published a quarterly newsletter.
- Advocated/collaborated with city and state government, arts, business, property owners and corporate leaders to support the mission of the organization.
- Developed and oversaw large scale community events for the region.

Additional Previous Experience:

Wellness Consultants of New England - Owner

- Provided corporate wellness, fitness and health education program services.

Matthew Thornton Health Plan

- Wellness Educator for the health plan's corporate employers provided cholesterol and glucose screening, fitness assessments, wellness education for the health plan's corporate employers in New England.

Sanders Associates, Nashua, NH

- Cost Accountant in a manufacturing defense corporation

Education

Masters in Business Administration - Rivier College, 2001
Masters of Arts, Department of Education, Counseling - Rivier College, 1997
Bachelors of Arts, Department of Psychology, Psychology - Rivier College, 1993
Associates Degree, Department of Business, Accounting - Hesser College, 1987

Professional Clinical License/Certifications

Licensed Clinical Mental Health Counselor - State of NH #336, 1999 - Present
Exercise Specialist Certification - Springfield College, 1985

Clinical Mental Health Counselor Internship

Center for Life Management, Salem, NH - 9/1996 - 5/1997

Adjunct Faculty Academic Posts

Granite State College, Psychology Department, Lebanon, NH, 1/2011 - 12/2011

Courses facilitated: Human Development
Abnormal Psychology

Rivier College, Graduate Business Department, Nashua, NH, 1/2002 - 6/2007

Courses facilitated: MBA Program: Health Care Administration
Marketing
Strategic Marketing Management

New Hampshire Community College, Psychology and Human Services Departments,
Nashua, NH, 8/2001 - 6/2007

Courses facilitated: Human Relations in the Organization
Human Development
Introduction to Psychology
Family Assessment and Dynamics

Community Leadership

VHN of NH and VT - Board Trustee - 2016 - Present
Chair - VNH of NH and VT Governance Committee - 2017 - Present
VNH of NH and VT - CEO Search Committee Member - 2017 - 2018
Upper Valley Leadership Governance Committee 2017- Present
Upper Valley Leadership Institute - Class 2016
Toastmasters International, Manchester, NH - 2005 - 2009
South Pines Homeowners Association, Conway, NH - Treasurer - 2006 - Present
City of Nashua, Mayor Donchess's Childcare Commission - Former
YWCA, Nashua, NH - Board Member - Former

ROBERT GONYO



EXPERIENCE

***Accounting Manager
Lake Sunapee Bank
Newport, New Hampshire***

2014 – Present

- Responsible for managing the Accounting Department of a 1.6 billion dollar community bank with 35 branch locations within New Hampshire and Vermont to insure optimum accuracy, efficiency, and delivery of services.
- Work with external and internal auditors to provide accounting related documentation needed for audits.
- Review and approve the distribution of checks issued by Accounts Payable.
- Manage monthly recurring and non-recurring accruals and review of overall expenses.
- Prepare weekly filing of FR 2900, monthly calculation and filing of Vermont Sales & Use Tax return, quarterly filing of Vermont Bank Franchise Tax return and filing of annual reports with various Secretaries of State for 6 corporations.
- Responsible for accounting and reporting of \$188 million dollars of bank owned investments.
- Monitor and adjust pledged deposits weekly based on current market values of investments.
- Review and determine daily cash needs at Federal Reserve Bank with access to line of credit at Federal Home Loan Bank of Boston.
- Experience working with Jack Henry banking software and Fiserv investment software.
- Manage and direct a staff of 5 reporting directly to the Vice President and Director of Financial Reporting/Controller.

***Revenue Manager
Lutheran Social Services / Ascentria Care Alliance
Concord, New Hampshire***

2013 – 2014

- Responsible for the oversight of the accounts receivable billing and collections function for all subsidiaries.
- Oversee 7 direct reports providing leadership and coaching while holding direct staff accountable for accurate and timely completion of their duties.
- Monitor and manage any identified disruptions or delays within the revenue cycle.
- Determine and recommend general and specific reserves against bad debts and routinely analyze the collectability of receivables.
- Ensure departmental effectiveness and compliance with all third-party billing and collection requirements including eligibility and authorization functions.
- Maintain contact with program directors throughout the agency and external funding agencies in order to ensure proper management of all contracts and grants.
- Provide analysis of revenue contracts/grants to assist in making sure that revenue from contracts/grants are maximized.
- Experience with federal contracts, UFR categories for cost reimbursements, EIM billing and cost reimbursement billing processes and procedures.
- Knowledge of contract principles, laws, statues, Executive Orders, regulations and procedures.

***Fiscal Director
Community Alliance of Human Services
Newport, New Hampshire***

2008 – 2013

- Responsible for all fiscal service operations including all monthly, quarterly and annual reporting requirements.
- Post all general ledger entries and reconcile all bank accounts.
- Oversee all accounts receivable (including Medicare, Medicaid & private pay billings), accounts payable, payroll and collection efforts.
- Responsible for preparing annual operating budgets for a multi company organization.
- Manage daily cash flow requirements.
- Implement internal controls in the areas of accounts payable, accounts receivable and payroll. Provided quarterly reporting requirements for various local, county, state and federal grants and

- assisted with grant writing proposals.
- Work with Board of Director's, management team and staff to provide financial analysis.
- Oversee annual certified audit.
- Perform monthly financial statement reviews with Directors.
- Implement accounting software upgrade and facilitated the moving of payroll processing from an external source to internal processing.
- Experienced EIV Coordinator for HUD subsidized 40 unit elderly housing complex.
- Responsible for completing annual Medicare Cost Report for a Home Health Agency.
- Manage and direct Staff Accountant.

Revenue Control Accountant
NFI North
Contoocook, New Hampshire

2003 – 2008

- Responsible for printing monthly cost center financial statements for 23 programs along with a corporate consolidation.
- Review bi-monthly billings for accuracy and tie revenue amounts back to program census.
- Member of Software Selection Committee charged with selecting a new client data management system for entire agency.
- Worked to set up finance module of new client data management system allowing a seamless transition to the new software.
- Produce monthly cash flow showing six months actual and six months projections.
- Update management team on a weekly basis of the cash flow status.
- Close and reconcile accounts receivable and post revenue to Great Plains general ledger monthly.
- Calculate allowance for doubtful accounts.
- Approve monthly reconciliation and weekly batches for accounts payable.
- Perform monthly budget reviews with Program Managers.
- Work with billing department to develop and institute rebilling and collection procedures.

Controller
Brattleboro Reformer / Town Crier
Brattleboro, Vermont

2002 – 2003

- Responsible for producing monthly financial statements for two publications.
- Produce weekly revenue and expense forecasts for the current month and monthly produce a rolling three months forecast.
- Developed inventory controls allowing daily updates of newsprint inventory levels.
- Provide corporate office with explanations of monthly revenue and expense budget variances. Work with circulation department to develop and institute collection procedures.
- Responsible for preparing annual operating budgets, filing of sales and use tax returns, reviewing and approving salesman commissions and accounts payable invoices.
- Work with management and staff to provide analysis and support.
- Produce daily production and revenue reports allowing management to quickly adjust and compensate for variances from expected results.
- Manage and direct staff in the areas of payroll, accounts receivable and credit & collections.

Controller
Merriam-Graves Corporation
Charlestown, New Hampshire

1998 – 2002

- Responsible for preparing monthly financial statements in a multi-corporate environment, providing financial support for 4 corporations including cost center financial statements for 34 multi state branch locations, corporate consolidations and monthly/quarterly reporting requirements.
- Manage daily cash flow and line of credit for all locations.
- Coordinated local banking relationships into a primary centralized corporate account for maximum utilization of funds.
- Worked in conjunction with the CFO to reorganize the corporate structure to create efficiencies and reduce costs.
- Provide analysis and support to all levels of management and staff.
- Ensure the accuracy of month-end closings and the integrity of the general ledger.

- Responsible for A/P, A/R, P/R, managing fixed assets, all state sales and use tax reporting and the preparation for the annual certified audit.
- Design and maintain internal controls, standardize internal policy and procedures throughout the company.
- Developed and instituted an internal branch audit system, providing an independent confirmation of inventories and cash management.
- Successfully integrated 5 acquisitions into the corporate financial structure.
- Direct a staff of 7 reporting directly to the Chief Financial Officer.

Assistant Comptroller
Wakeman Industries, Inc. (Merriam-Graves Corporation)
Charlestown, New Hampshire

1992 – 1998

- Responsible for producing detailed monthly financial statements with statistical highlights on an IBM AS/400 for 26 branches, 9 corporations and 2 consolidations.
- Coordinated with I/S staff and software provider to ensure the accuracy of general ledger during all phases of the computer conversion.
- Managed and directed support staff in the areas of payroll, accounts payable and accounts receivable. Streamlined the financial reporting process which resulted in more accurate and timely monthly financial statements.
- Assisted with the developing and preparation of the annual operating budgets.
- Managed daily cash flow requirements with access to \$5,000,000 line of credit.
- Responsible for management and reporting of approximately \$3,000,000 accounts receivable.
- Managed and calculated salesman commission and branch manager bonus programs.
- Assisted with annual certified audit.

Staff Accountant
Wakeman Industries, Inc. (Merriam-Graves Corporation)
Charlestown, New Hampshire

1988 – 1992

- Set up and maintained cost allocation spreadsheets in Microsoft Excel to distribute centralized costs to all branches.
- Implemented AS/400 based fixed asset system.
- Produced depreciation expense schedules for fleet of 100 trucks, tractors and trailers. Experienced with payroll processing for 225 personnel.
- Set up and maintained multi state sales tax exemption files.

Office Administrator
Suburban Realty, Inc.
Manchester, New Hampshire

1984 – 1987

- Responsible for managing all bookkeeping and administrative functions.
- Implemented advertising program which allowed equal exposure for all listed properties.

EDUCATION

Bachelor of Science degree in Accounting
New Hampshire College
Manchester, New Hampshire

PROFESSIONAL AFFILIATIONS

Serves as the Board Treasurer to Housing for the Elderly and Handicapped of Newport, Inc.
Newport, New Hampshire

SUSAN J. WHITE, MA, PHR

PERFORMANCE PROFILE

Human resources professional with approximately ten years of experience working in a variety of industries: higher education, health care, human services, hospitality.

PROFESSIONAL SKILLS

Recruitment
Legal Issues & Compliance
Leadership Development
Employee Engagement
Safety

Performance Management
Worker's Comp/Unemployment
Job Descriptions/Specifications
Coaching
Supervision

Benefit Administration
Employee Relations
HR Policies & Process
Employee Orientation
Microsoft Office Suite

PROFESSIONAL EXPERIENCE

WEST CENTRAL BEHAVIORAL HEALTH | Lebanon, NH
June 2018 to present

Director of Human Resources – Oversee the full scope of human resources: employment, compensation, benefits administration, recruitment, policy and procedure development, employee relations, workers compensation, compliance – for non-profit community mental health agency with 170 employees.

- Coordinate daily HR functions supporting 170 employees with one HR Generalist and one HR Administrative Assistant
- Drafted action items to address workforce challenges as part of the Workforce Development Strategic Plan and monitor effectiveness
- Wrote Integrated Delivery Network grant proposal to successfully obtain funding to support Workforce Development Plan
- Manage and ensure compliance with human resources policies
- Created a non-FMLA unpaid leave policy for new employees under one year of employment
- Counseled supervisors on employee performance and behavior issues
- Created Human Resource Department procedure manual

QUECHEE LAKES LANDOWNERS' ASSOCIATION | Quechee, VT
July 2015 to May 2018

Human Resources Associate – HR Generalist – manage all facets of human resources department including recruitment, new employee orientation, employee relations, benefits administration and enrollment, training, safety, compliance, reporting – for four-season country club with 150 to 250 employees.

- Captured savings in benefit cost reductions and improved benefit coverage for employees as well as employee out of pocket savings
- Redesigned and conducted new hire orientation
- Implemented online onboarding to include completion of employment documentation
- Manage and administer employee benefits programs: group health, life, STD/LTD, 401(k)
- Partner with employees and managers to effectively resolve conflicts, provide coaching and counseling regarding employee relations, develop PIPs and participate in termination meetings
- Ensure compliance with federal and state employment regulations, plus OSHA and IRS regulations
- Process workers' compensation, unemployment wage requests, FMLA
- Work with and maintain sensitive and confidential materials

LEDDY GROUP | Lebanon, NH
June 2015-August 2015

HR Administrative Assistant (Temporary) - contract position at FujiFilm Dimatix, Inc. in Lebanon, NH. Performed filing and prepared new hire packets.

MT. ASCUTNEY HOSPITAL AND HEALTH CENTER | Windsor, VT
Development Office
June 2014 to March 2015

Senior Administrative Assistant (Temporary) – developed donor profiles by identifying and gathering biographical, professional, wealth, philanthropic and relationship information for hospital's major capital campaign.

GEISEL SCHOOL OF MEDICINE AT DARTMOUTH | Hanover, NH
The Dartmouth Institute for Health Policy & Clinical Practice (TDI)
June 1999 to August 2013

Human Resources Coordinator (2009-2013) – recruitment, applicant screening and interviewing, created job descriptions, performed position analysis, salary negotiation, coaching, performance management, faculty recruitment, coordinated H-1B visas – for a department with 130 employees including faculty conducting research and education to improve patient care and develop new health care delivery models.

- Managed full lifecycle recruitment activities
- Investigated performance issues and developed performance improvement plans
- Developed employee orientation/onboarding process
- Designed and implemented training program for administrative assistants new to Dartmouth
- Assisted with development of department employee performance evaluation
- Conducted exit interviews
- Provided interpretation and clarification of College policies, and Federal and State employment laws

Executive Assistant/Project Coordinator II (1999-2009) – Member of core research team conducting a multi-site randomized clinical trial. Full-spectrum conference management.

- Assisted with development and distribution of study documents, including protocols, questionnaires and other materials
- Acted in executive support capacity to senior hospital and college administrator
- Assisted in preparation and submission of materials to the Institutional Review Board (IRB), Data and Safety Monitoring Board (DSMB), and Principal Investigators' meetings
- Coordinated logistics for conferences and managed various aspects of event planning
- Prepared correspondence, including letters of recommendation

WEST CENTRAL BEHAVIORAL HEALTH | Lebanon, NH
April 1994 – June 1999

Office Manager, Counseling Center of Lebanon – Supervised the work of the office and administrative employees and sought ways to improve the office operations.

- Conducted administrative and clinical staff orientation to include office procedures, safety, office technology.
- Developed a managed care notebook to provide clinicians with guidelines to obtain pre-authorization for treatment with the various insurance companies
- Participated in pilot program for central access referral

EDUCATION & PROFESSIONAL CREDENTIALS

M.A., Human Resources Management – Webster University
Webster University Lambda Kappa Chapter of the Delta Mu Delta International Honor Society in Business

B.S. – Nathaniel Hawthorne College
Magna cum laude, Business Administration

Human Resources Certification Institute (HRCI) Professional Human Resources (PHR)

OSHA 10-Hour General Industry certification

PROFESSIONAL HR AFFILIATIONS

Member – Society for Human Resources Management (SHRM)
Member – River Valley Human Resources Association (RVHRA)

Dave Celone



A creative and experienced non-profit advancement professional skilled in many aspects of fundraising, donor relations, foundation & corporate relations, development writing, marketing, major & annual gift programs, alumx & community relations, campaign management, and social media marketing.

EXPERIENCE

2019 – WEST CENTRAL BEHAVIORAL HEALTH
present Lebanon, NH

Director of Development & Community Relations

Manage the development and community relations departments for this \$10 million non-profit community mental health center that operates regionally with offices in Claremont, Lebanon, and Newport, NH. Report to the CEO/President with board committee oversight responsibilities.

2012 – ADVANCEMENT CONSULTING SERVICES
present Lyme, NH and Thetford, VT

Principal and Consultant

Provide campaign strategy, fundraising, marketing, social media, media, and alumx & community relations consulting services to clients locally and internationally.

2013 – HERECAST.US/SUBTEXT MEDIA
2019 White River Junction, VT

Freelance Writer

Freelance writer/blogger for HERECAST.US and its predecessors DAILYUV.COM and THEUPPERVALLEY.COM, regional online providers of news, events, and classified listings to the greater New England area.

2019 Dartmouth College Skiway
(Feb – Apr) Lyme, NH

Temporary Position

Assist the Dartmouth Skiway operations team as directed by the Skiway director including helping the Skiway's social media efforts and regional media presence for the annual Skiway Pond Skim fundraising event to benefit Special Olympics of NH.

2014 – LONG RIVER GALLERY & GIFTS
2018 White River Junction, VT and Lyme, NH

Principal and Manager

Responsible for all aspects of management, retail sales, product sourcing, marketing, content development, events, and PR for this fine art and craft gallery featuring works from over 150 regional artists and artisans. Managed 30 artists to staff gallery. Curated art shows onsite and offsite, worked with local businesses, the Town of Hartford, and State of VT to promote the arts regionally. Wrote & published articles, ad copy, and social media postings for Long River Gallery & Gifts and other local businesses to define, expose, and broaden the WRJ market. Sold business, July 2018.

2003 – TUCK SCHOOL OF BUSINESS AT DARTMOUTH COLLEGE
2012 Hanover, NH

Director of Development, Annual Giving and Alumni Relations

Responsible for raising major/capital gift and unrestricted operating revenue from Tuck alumni and friends. Solicited individual gifts up to \$25 million. Worked with private foundations to write and submit grant applications for restricted gifts. Managed the Tuck Annual Giving program to grow its alumni participation and revenue targets. Set strategy for campaigns, generated reporting mechanisms to track progress. Managed reunion activities and events. Worked with Board of Overseers and other boards/committees at Tuck and Dartmouth College. Worked with Tuck faculty and Dartmouth trustees. Oversaw more than 2,000 alumnae/i fundraising volunteers worldwide including Tuck's Corporate Giving and International Giving campaigns. As director of alumnae/i relations, instituted and managed the Tuck Alumni Lifelong Learning (TALL) program. Wrote copy for all Tuck Annual Giving campaigns and programs including solicitation pieces, corporate and international campaigns, volunteer manuals and training materials, and C-level solicitation communications from the Dean and other faculty members. Drafted/edited press releases in concert with Tuck Media Relations. Interfaced with *Financial Times*, *Wall Street Journal*, *The NY Press Club*, *Currents Magazine*, *The Chronicle of Higher Education*, *Poets & Quants*, and other media outlets to pitch stories. Developed and executed a social media presence for Tuck, as well as an online video platform for Tuck Annual Giving and the Tuck Alumni Lifelong Learning program. Created and managed Tuck's Student Advisory Board. Inducted as honorary member of Tuck Class of 1976.

2005 – UPPER VALLEY LAND TRUST
2006 Lebanon, NH

Director of Development

Managed all aspects of fundraising for this local non-profit in concert with Executive Director.

2005 – TUCK SCHOOL OF BUSINESS
2006 Hanover, NH

Consultant

Development, database, and technology consultant during a one-year leave from Tuck to pursue community-focused activities with the Upper Valley Land Trust.

1998 – DARTMOUTH COLLEGE/THE DARTMOUTH COLLEGE FUND
2003 Hanover, NH

Acting Co-Executive Director, Deputy Director, Associate Director

Responsible for all aspects of strategy, management, reporting, class-based fundraising, and volunteer management for this annual giving program of 40 staff members. Involved with Dartmouth Board of Trustees, faculty, and staff across university divisions. Oversaw major alumni fundraising reunion events. Developed strong database and technology skills. Wrote campaign press releases for internal and external audiences. Wrote copy for solicitation pieces and class fundraising newsletters. High-level committee and community involvement within and outside Dartmouth College and its Ivy League peer schools. Promoted from Associate Director to Deputy Director, to Acting Executive Director. Inducted as honorary member of Dartmouth Class of 1979.

1995 – VERMONT LAW SCHOOL
1998 South Royalton, VT

Director of Annual Giving

Managed all aspects of the Vermont Law School annual giving program. Worked with Board of Trustees. Developed class-based volunteer program to increase overall revenue and participation.

1992 – BLACK, BLACK & DAVIS
1995 White River Junction, VT
Attorney

Practiced Real Estate, Family, Medical Malpractice, Trusts, Small Business, Municipal, and Contracts law. Represented clients in civil and criminal court matters in VT.

1984 – INTERNATIONAL BUSINESS MACHINES (IBM)
1992 Hamden, CT and Tarrytown, NY
Account Marketing Representative; Staff Accountant

Responsible for sales and marketing of IBM hardware, software, and services to cross-industry clients in southern CT. Developed expertise in financial services and manufacturing. Achieved IBM Hundred Percent Clubs for exceeding sales targets and goals. (Educational leave of absence to attend law school from 1989-1992 while working summers at IBM in Hamden, CT and White Plains, NY.) Staff accountant in vendor and employee accounts payable responsible for >\$1 million per day in payables.

EDUCATION

2012 – 2014	VERMONT COLLEGE OF FINE ARTS, MASTER OF FINE ARTS IN WRITING	Montpelier, VT
1989 – 1992	VERMONT LAW SCHOOL, <i>JURIS DOCTOR</i> (MOOT COURT FINALIST)	S. Royalton, VT
1980 – 1984	QUINNIPIAC UNIVERSITY, BA IN ENGLISH, AS IN ACCOUNTING, MINOR IN SPANISH (<i>MAGNA CUM LAUDE</i> ; PRESIDENT/PRODUCER/ACTOR, QUINNIPIAC COLLEGE THEATRE WORKSHOP: PRODUCTIONS INCLUDED <i>ROCKY HORROR PICTURE SHOW</i> AS A FUNDRAISER, <i>HARVEY, OKLAHOMA, SOLID GOLD CADILLAC, PIPPIN</i>)	Hamden, CT
1984	ALLIANCE FRANÇAISE, SUMMER FRENCH LANGUAGE PROGRAM	Paris, France
1983	UNIVERSITY OF SALAMANCA, SUMMER SPANISH LANGUAGE PROGRAM	Salamanca, Spain

PROFESSIONAL MEMBERSHIPS

Member, Bars of the Vermont and Connecticut Supreme Courts (inactive & retired status),
1992 and 1995 - present
Member, Council for Advancement and Support of Education, 1995 - 2012
Member, Association of Fundraising Professionals, 1999 – 2010

BOARD/COMMITTEE EXPERIENCE

Founder & Member, VCFA Student Diversity Committee, 2013-2014
Member and Chair, numerous search committees at Dartmouth and Tuck, 1998 - 2012
Member, Upper Valley Trails Alliance Board of Trustees, 2009 - 2011
Member, Thetford Academy Board of Trustees, 2006 - 2009
Founding Member, Thetford, VT Diversity Forum, 2004 - 2007
Member, Thetford School Board of Directors, 2003 – 2005

OTHER

Founder and Organizer, Lampshade Poets of the Upper Valley (2013 – present)
Volunteer, The Upper Valley Haven “19 Days of December,” a B2B fundraising program for regional homeless shelter (2015 – 2018)
Founder & Volunteer, Lyme, NH “Skating on the Common Project” to develop and maintain a public skating rink on the Lyme town green (2014 – 2017)

PERSONAL

I've raced sailboats of all sizes and have sailed small boats through the Windward Islands and San Juan Islands, as well as from Martinique to Bonaire, Key West to Biloxi, and Miami to Baltimore offshore. I enjoy most outdoor activities including Nordic skiing, ice hockey, Nordic skating, bicycling, and hiking. I enjoy reading and writing poetry, fiction, and non-fiction.

Key Personnel 8-2-21

		Salary	%	
William Eck	Peer Support Specialist	\$31,200.00	100%	31,200.00
Barbara Bishop	Crisis Clinician	\$48,251.00	20%	9,650.00
Heather Parlman	Clinical Secretary	\$31,720.00	20%	6,344.00
Nancy Nowell	VP Clinical Services	\$97,850.00	0%	0
Robert Hutchinson	Clinical Supervisor	\$60,751.00	80%	48,600.00
Willard Metcalf	Director	\$70,800.00	10%	7,080.00



Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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

June 24, 2020

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

INFORMATIONAL ITEM

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

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

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

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

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

EXPLANATION

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

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

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

The Department will monitor contracted services by:

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

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

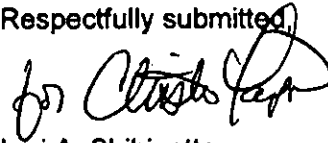
- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

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

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Rapid Response (SS-2020-DBH-07-RAPID-02)

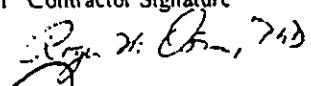
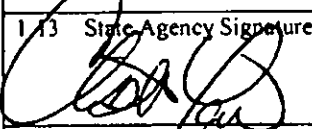
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 West Central Services, Inc.		1.4 Contractor Address 9 Hanover St. Suite 2 Lebanon, NH 03766	
1.5 Contractor Phone Number (603) 448-0126	1.6 Account Number 05-095-092-922010- 19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation \$173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 4/3/20		1.12 Name and Title of Contractor Signatory Roger W. Osmun, PhD President/CEO	
1.13 State Agency Signature  Date: 6.5.2020		1.14 Name and Title of State Agency Signatory Associate Commissioner Christie Tamm	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director. On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/17/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

Scope of Services

1. Statement of work

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

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

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

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New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

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

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4/3/20

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



EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Two (2), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

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

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4/3/20

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

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

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New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

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

3. Performance Measures and Data Reporting

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

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



EXHIBIT B

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

4. Exhibits incorporated

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

5. Additional Terms

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

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Date 4/3/20

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

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

6. Records

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

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6/3/20

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



EXHIBIT B

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

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



EXHIBIT C

Payment Terms

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

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

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

West Central Services, Inc.

Exhibit C

Contractor Initials

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Date

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



EXHIBIT C

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

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

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

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



EXHIBIT C

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

West Central Services, Inc.

Exhibit C

Contractor Initials

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Date

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



EXHIBIT C

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

RWO
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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

Vendor Initials

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Date

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New Hampshire Department of Health and Human Services
Exhibit D

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

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

- Substance Use Services - 251 Elm Street, Claremont, Sullivan County, NH 03743
 - Newport Child and Family Services - 71 Belknap Avenue, Newport, Sullivan County, NH 03773
 - Claremont Adult Services - 52 West Pleasant Street, Claremont, Sullivan County, NH 03743
 - Lebanon Adult, Child and Family Services - 85 Mechanic Street, Lebanon, Grafton County, NH 03766
- Check if there are workplaces on file that are not identified here.

4/3/20
Date

Vendor Name:
West Central Services, Inc.

Roger W. Osmun, PhD

Name: Roger W Osmun, PhD
Title: President/CEO

Vendor Initials RWO
Date 4/3/20



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:
West Central Services, Inc.

Roger W. Osmon, PhD

Name: Roger W. Osmon, PhD
Title: President/CEO

4/3/20

Date

RWO

4/3/20



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

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

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

4/3/20
Date

Vendor Name:
West Central Services, Inc.

Roger Osmun, PhD

Name: Roger Osmun, PhD
Title: President/CEO

Vendor Initials RWO
Date 4/3/20



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Vendor Initials

RWO

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Vendor Name:
West Central Services, Inc.

4/3/20
Date

Roger W. Osmun, PhD
Name: Roger W. Osmun, PhD
Title: President/CEO

Exhibit G

Vendor Initials RWO

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:
West Central Services, Inc.

4/3/20
Date

Roger W. Osmun, PhD
Name: Roger W. Osmun, PhD
Title: President/CEO

Vendor Initials RWO
Date 4/3/20



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



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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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials

Date

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4/3/20



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

<p>Department of Health and Human Services The State</p> <p><i>[Signature]</i></p> <p>Signature of Authorized Representative</p> <p><i>[Signature]</i></p> <p>Name of Authorized Representative</p> <p><i>Associate Commissioner</i></p> <p>Title of Authorized Representative</p> <p><i>6-5-2020</i></p> <p>Date</p>	<p>West Central Services, Inc.</p> <p>Name of the Contractor</p> <p><i>Page 21, 24, 74D.</i></p> <p>Signature of Authorized Representative</p> <p>Roger W. Osmun</p> <p>Name of Authorized Representative</p> <p>President/CEO</p> <p>Title of Authorized Representative</p> <p><i>4/3/20</i></p> <p>Date</p>
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New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:
West Central Services, Inc.

Name: Roger W. Osmun, PhD
Title: President/CEO

4/3/20

Date

Contractor Initials

RWO

Date

4/3/20



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 150883403

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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6/3/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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

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4/3/20

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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
May 31, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$346,390.
3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:
 3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

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

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

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

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

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/3/2021

Date

DocuSigned by:
Katja Fox
ED9D05B04C63442...

Name: Katja FOX
Title: Director

8/3/2021

Date

The Lakes Region Mental Health Center, Inc.
Margaret Pritchard
02FC77873C8248E

Name: Margaret Pritchard
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

8/3/2021

Date

DocuSigned by:
Takhmina Rakhmatova
FDF521C825C34AC...

Name: Takhmina Rakhmatova
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

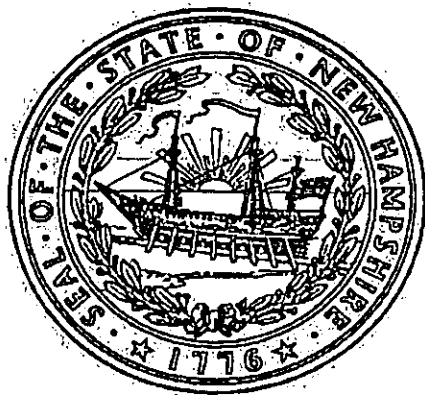
Department of State

CERTIFICATE

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

Business ID: 64124

Certificate Number: 0005380007



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of June A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

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

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

is duly authorized on behalf of The Lakes Region Mental Health Center, Inc to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: August 2, 2021

Matthew Soza
Signature of Elected Officer
Name: Matthew Soza
Title: Co-Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2021

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

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

PRODUCER Cross Insurance-Laconia 155 Court Street Laconia NH 03248	CONTACT NAME: Sarah Cullen, AINS, ACSR PHONE (A/C No. Exh): (603) 524-2425 FAX (A/C No.): (603) 524-3688 E-MAIL ADDRESS: sarah.cullen@crossagency.com																					
INSURED Lakes Region Mental Health Center, Inc., DBA: Genesis Behavioral 40 Beacon Street East Laconia NH 03248	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Ace American Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>ACE Property & Casualty Ins Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>New Hampshire Employers Ins Co</td> <td>13083</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Ace American Insurance Company		INSURER B:	ACE Property & Casualty Ins Co		INSURER C:	New Hampshire Employers Ins Co	13083	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:	New Hampshire Employers Ins Co	13083																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL2182481712 **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	ADDITIONAL SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		SVRD37803601011	06/26/2021	06/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP Agg \$ 3,000,000 Employee Benefits Llab \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		CALH08618574011	06/26/2021	08/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		XOOG25516540011	06/26/2021	06/28/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	ECC-600-4000907-2021A	06/26/2021	06/28/2022	<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
A	Professional Liability		OGLG2551662A011	06/26/2021	06/26/2022	Each Incident 5,000,000 Aggregate 7,000,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord NH 03301-3857	CANCELLATION 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
---	--



Lakes Region Mental Health Center

Mission Vision & Values

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

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

Our Vision

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

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

Our Values

<u>RESPECT</u>	We conduct our business and provide services with respect and professionalism.
<u>ADVOCACY</u>	We advocate for those we serve through enhanced collaborations, community relations and political action.
<u>INTEGRITY</u>	We work with integrity and transparency, setting a moral compass for the agency.
<u>STEWARDSHIP</u>	We are effective stewards of our resources for our clients and our agency's health.
<u>EXCELLENCE</u>	We are committed to excellence in all programming and services.

The Lakes Region Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2020

The Lakes Region Mental Health Center, Inc.

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June 30, 2020

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of The Lakes Region Mental Health Center, Inc. (a nonprofit organization) which comprise of the statement of financial position as of June 30, 2020, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors
of The Lakes Region Mental Health Center, Inc.
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lakes Region Mental Health Center, Inc. as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

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

Kittell, Bravagan + Sargent

St. Albans, Vermont
September 30, 2020

The Lakes Region Mental Health Center, Inc.

STATEMENT OF FINANCIAL POSITION

June 30, 2020

ASSETS

CURRENT ASSETS

Cash	\$ 4,270,465
Investments	1,730,350
Accounts receivable (net of \$1,676,000 allowance)	980,344
Prepaid expenses and other current assets	<u>56,457</u>

TOTAL CURRENT ASSETS	<u>7,037,616</u>
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PROPERTY AND EQUIPMENT - NET	<u>5,695,451</u>
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TOTAL ASSETS	<u>\$ 12,733,067</u>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 151,612
Current portion long-term debt	869,890
Accrued payroll and related	721,472
Deferred income	336,652
Accrued vacation	394,151
Accrued expenses	<u>62,791</u>

TOTAL CURRENT LIABILITIES	<u>2,536,568</u>
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LONG-TERM DEBT, less current portion

Notes and Bonds Payable	5,255,763
Less: unamortized debt issuance costs	<u>(86,992)</u>

TOTAL LONG-TERM LIABILITIES	<u>5,168,771</u>
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TOTAL LIABILITIES	<u>7,705,339</u>
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NET ASSETS

Net assets without donor restrictions	<u>5,027,728</u>
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TOTAL LIABILITIES AND NET ASSETS	<u>\$ 12,733,067</u>
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See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
 For the Year Ended June 30, 2020

	<u>Net Assets without Donor Restrictions</u>
PUBLIC SUPPORT AND REVENUES	
Public support -	
Federal	\$ 375,343
State of New Hampshire - BBH	710,479
Other public support	<u>294,591</u>
Total Public Support	<u>1,380,413</u>
Revenues -	
Program service fees	12,694,063
Rental income	85,938
Other revenue	<u>492,378</u>
Total Revenues	<u>13,272,379</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>14,652,792</u>
EXPENSES	
BBH funded program services -	
Children Services	2,854,685
Multi-service	6,216,852
ACT	1,243,654
Emergency Services	1,157,090
Housing Services	876,871
Non-Eligible	481,365
Non-BBH funded program services	<u>1,338,732</u>
TOTAL EXPENSES	<u>14,169,249</u>
INCREASE IN NET ASSETS FROM OPERATIONS	<u>483,543</u>
OTHER INCOME	
Gain on sale of fixed asset	212,252
Investment income	<u>56,651</u>
TOTAL OTHER INCOME	<u>268,903</u>
TOTAL INCREASE IN NET ASSETS	752,446
NET ASSETS, beginning	<u>4,275,282</u>
NET ASSETS, ending	<u>\$ 5,027,728</u>

See Notes to Financial Statements.

The Lakes Region Mental Health Center, Inc.

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES

Increase in net assets	\$ 752,446
Adjustments to reconcile to net cash provided by operations:	
Depreciation and Amortization	302,827
Gain on sale of asset	(212,252)
Unrealized loss on investments	56,102
(Increase) decrease in:	
Accounts receivable	264,679
Prepaid expenses	87,127
Increase (decrease) in:	
Accounts payable & accrued liabilities	134,169
Deferred income	<u>236,617</u>

NET CASH PROVIDED BY OPERATING ACTIVITIES

1,621,715

CASH FLOWS FROM INVESTING ACTIVITIES

Proceeds from sale of assets	290,940
Purchases of property and equipment	(201,616)
Net investment activity	<u>(110,252)</u>

NET CASH (USED) BY INVESTING ACTIVITIES

(20,928)

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from issuance of debt	1,687,500
Principal payments on long-term debt	<u>(103,988)</u>

NET CASH PROVIDED BY FINANCING ACTIVITIES

1,583,512

NET INCREASE IN CASH

3,184,299

CASH AT BEGINNING OF YEAR

1,086,166

CASH AT END OF YEAR

\$ 4,270,465

SUPPLEMENTAL DISCLOSURE

Cash Payments for Interest	<u>\$ 126,950</u>
Fixed Assets Acquired through Acquisition of Long-Term Debt	<u>\$ 249,537</u>

See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Estimates

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

Depreciation

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

State Grants

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

Vacation Pay and Fringe Benefits

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

Revenue

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

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2020 totaled \$11,519,963, of which \$11,370,140 was revenue from third-party payers and \$149,823 was revenue from self-pay clients.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Third Party Contractual Arrangements

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

Basis for Presentation

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

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

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

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

Accounts Receivable

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

Policy for Evaluating Collectability of Accounts Receivable

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

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

The allowance for doubtful accounts was \$1,676,000 and \$906,500 for the years ended June 30, 2020 and 2019. Total patient accounts receivable increased to \$2,135,814 as of June 30, 2020 from \$1,871,450 at June 30, 2019. As a result of changes to payer mix present at year end the allowance as a percentage of total accounts receivable increased from 48% to 78% of total patient accounts receivable.

Advertising

Advertising costs are expensed as incurred. Total costs were \$92,537 at June 30, 2020 and consisted of \$56,863 for recruitment and \$35,674 for agency advertising.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 81% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2020. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. Additionally, please refer to Note 14 regarding MOE being waived for the entire year ended June 30, 2020.

The Lakes Region Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 3 PROPERTY AND EQUIPMENT

The Center elects to capitalize all purchases with a useful life of greater than one year and a cost of \$2,000 or more. Property and equipment, at cost, consists of the following:

Land, buildings and improvements	\$ 107,600
Buildings and improvements	5,911,379
Computer equipment	1,097,638
Furniture, fixtures and equipment	657,701
Vehicles	139,738
Artwork	26,925
Construction in progress	<u>380,755</u>
	8,321,736
Accumulated depreciation	<u>(2,626,285)</u>
 NET BOOK VALUE	 <u>\$ 5,695,451</u>

NOTE 4 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

Due from clients	\$ 155,294
Receivable from insurance companies	695,944
Medicaid receivables	955,885
Medicare receivables	<u>328,691</u>
	2,135,814
Allowance for doubtful accounts	<u>(1,676,000)</u>
Total Receivable - Trade	<u>459,814</u>

ACCOUNTS RECEIVABLE – OTHER

Bridge Subsidy	11,482
HUD	8,103
State of New Hampshire - Surge Center	140,500
LTCS	85,500
BBH - Bureau of Behavioral Health	23,130
Lakes Region Healthcare	56,234
MCO Directed Payments ¹	125,224
Other Grants and Contracts	<u>70,357</u>
Total Receivable - Other	<u>520,530</u>

TOTAL ACCOUNTS RECEIVABLE \$ 980,344

The Lakes Region Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 5 LINE OF CREDIT

As of June 30, 2020, the Center had available a line of credit with an upper limit of \$1,000,000 with a local area bank. At that date, \$-0- had been borrowed against the line of credit. These funds are available at a variable rate of interest, with a floor no less than 4.0% per annum, currently 5.50%. The availability under this line will be limited to 70% of the current market value of the Vanguard Funds which have been pledged to the local area bank. This line of credit expires June 9, 2021.

NOTE 6 COMMITMENTS

The corporation leases real estate and equipment under various operating leases. Minimum future rental payments under non cancelable operating leases as of June 30, 2020 for each of the next four years and in the aggregate are:

<u>June 30,</u>	<u>Amount</u>
2021	\$ 64,329
2022	41,127
2023	41,127
2024	41,127

Total rent expense for the year ended June 30, 2020, including rent expense for leases with a remaining term of one year or less was \$132,727.

NOTE 7 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a defined contribution 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2020 the total contributions into the plan were \$116,449. Total administrative fees paid into the plan for the year ended June 30, 2020 were \$13,679.

NOTE 8 LONG-TERM DEBT

As of June 30, 2020, long-term debt consisted of the following:

2.97% bond payable - Meredith Village Savings Bank due in monthly installments of \$19,288 (principal and interest) beginning in June 2019. Secured by building through June, 2047.	\$4,188,616
4.45% note payable - Meredith Village Savings Bank. Interest only July 2020 - December 2020 then installments of \$993 (principal and interest). Secured by building through November, 2030.	96,000

The Lakes Region Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 8 LONG-TERM DEBT (continued)

4.45% construction loan - Meredith Village Savings Bank. Interest only July 2020 - December 2020 then installments of \$3,247 (principal and interest). As of June 30, 2020 there is \$390,463 remaining to be drawn on this note for a total available of \$544,000. Secured by building through November, 2040.	153,537
1.0% PPP loan payable - Meredith Village Savings Bank. Interest accrued April 2020 - November 2020 then monthly installments of \$94,494 (principal and interest). Due April, 2022.	<u>1,687,500</u>
Less: Current Portion	<u>6,125,653</u> <u>(869,890)</u>
Total long-term debt	5,255,763
Less: Unamortized debt issuance costs	<u>(86,992)</u>
Total Long-Term Debt net with Related Costs	<u>\$5,168,771</u>

Expected maturities for the next five years are as follows:

Year Ending June 30,	
2021	\$ 869,890
2022	1,078,142
2023	142,053
2024	146,742
2025	151,591
Thereafter	<u>3,737,235</u>
	<u>\$ 6,125,653</u>

NOTE 9 CONTINGENT LIABILITIES

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

The Lakes Region Mental Health Center, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2020

NOTE 10 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2020, the status of these funds were as follows:

	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market</u>
Large Blend	\$ 422,561	\$ 227,126	\$ 649,687
Health	299,533	57,198	356,731
Large Growth	171,958	2,692	174,650
Mid-Cap Value	195,186	128,009	323,195
Short-Term Bond	226,503	(416)	226,087
	<u>\$ 1,315,741</u>	<u>\$ 414,609</u>	<u>\$ 1,730,350</u>

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

Interest and Dividends	\$ 31,631
Realized Gains	81,122
Unrealized Losses	<u>(56,102)</u>
	<u>\$ 56,651</u>

NOTE 11 FAIR VALUE MEASUREMENTS

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

Basis of Fair Value Measurement

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

The Lakes Region Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 11 FAIR VALUE MEASUREMENTS (continued)

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

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2020. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 12 CONCENTRATIONS OF CREDIT RISK

At June 30, 2020, the carrying amount of the cash deposits is \$4,270,465 and the bank balance totaled \$4,293,673. Of the bank balance, \$379,728 was insured by Federal Deposit Insurance and \$3,913,945 was offset by debt.

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2020 is as follows:

Due from clients	7 %
Insurance companies	33
Medicaid	45
Medicare	<u>15</u>
	<u>100 %</u>

NOTE 13 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2020 for general expenditures:

Cash	\$ 4,270,465
Investments	1,730,350
Accounts receivable	<u>980,344</u>
	<u>\$ 6,981,159</u>

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

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

The Lakes Region Mental Health Center, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2020

NOTE 14 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and property and equipment.

Due to these economic uncertainties the Center applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain.

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

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 30, 2020 which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2020, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

The Lakes Region Mental Health Center, Inc.
 ANALYSIS OF ACCOUNTS RECEIVABLE
 For the Year Ended June 30, 2020

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 140,436	\$ 1,484,529	\$ (1,334,706)	\$ (134,965)	\$ 155,294
BLUE CROSS / BLUE SHIELD	158,683	718,911	(472,092)	(128,166)	277,336
MEDICAID	990,582	15,284,197	(4,940,903)	(10,377,991)	955,885
MEDICARE	245,808	1,401,219	(903,131)	(415,205)	328,691
OTHER INSURANCE	335,941	1,022,650	(740,711)	(199,272)	418,608
ALLOWANCE FOR DOUBTFUL ACCOUNTS	<u>(906,500)</u>	-	-	-	<u>(1,676,000)</u>
TOTAL	<u>\$ 964,950</u>	<u>\$ 19,911,506</u>	<u>\$ (8,391,543)</u>	<u>\$ (11,255,599)</u>	<u>\$ 459,814</u>

The Lakes Region Mental Health Center, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
 For the Year Ended June 30, 2020

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2020	<u>\$ 81,102</u>	<u>\$ 392,488</u>	<u>\$ (450,460)</u>	<u>\$ 23,130</u>

Analysis of Receipts

Date of Receipt Deposit Date	Amount
07/25/19	\$ 80,898
07/31/19	8,478
09/04/19	310
09/06/19	57,050
09/10/19	7,848
09/23/19	31,917
09/26/19	7,848
10/02/19	12,826
10/11/19	148
10/31/19	73,989
11/01/19	923
11/05/19	26,920
11/07/19	7,848
11/29/19	7,562
12/10/19	61,338
12/24/19	7,511
01/16/20	47,939
01/09/20	10,279
01/24/20	9,441
01/28/20	228
01/29/20	7,552
02/03/20	4,029
02/14/20	12,604
02/26/20	7,848
03/02/20	10,824
03/04/20	7,559
03/19/20	7,848
03/25/20	10,016
04/01/20	4,739
04/03/20	5,000
04/20/20	11,656
04/30/20	8,043
05/04/20	15,082
05/07/20	500
05/21/20	7,538
05/28/20	16,534
06/15/20	5,761
06/22/20	7,848
06/25/20	9,032
06/29/20	7,848
Less: Federal Monies	<u>(178,702)</u>
	<u>\$ 450,460</u>

The Lakes Region Mental Health Center, Inc.
 STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
 For the Year Ended June 30, 2020

	Total Agency	Admin.	Total Programs	Children	Multi-Service	ACT	Emergency Services	Housing Services		Non Eligible	Non BBH Funded Programs
								Apts. S.L. Summer	Apts. S.L. McGrath		
Program Service Fees:											
Net Client Fee	\$ 149,823	\$ -	\$ 149,823	\$ 33,548	\$ 57,703	\$ 22,240	\$ (9,003)	\$ -	\$ -	\$ 45,360	\$ (25)
Blue Cross/Blue Shield	246,819	-	246,819	96,728	74,780	2,449	27,549	-	-	45,313	-
Medicaid	10,343,294	-	10,343,294	3,155,219	6,170,340	629,302	301,842	-	-	86,591	-
Medicare	498,088	-	498,088	-	444,131	24,710	(1,872)	-	-	31,119	-
Other Insurance	281,939	-	281,939	86,081	109,757	8,481	7,172	-	-	70,448	-
Program Sales:											
Service	1,174,100	-	1,174,100	71,509	93,685	-	8,855	-	-	5,421	994,630
Public Support - Other:											
United Way	525	525	-	-	-	-	-	-	-	-	-
Local/County Government	140,970	-	140,970	-	-	-	117,970	-	-	23,000	-
Donations/Contributions	51,458	49,470	1,988	-	788	-	-	100	100	-	1,000
Other Public Support	101,638	69,104	32,534	6,237	5,547	250	225	50	75	20,075	75
Federal Funding:											
HUD Grant	142,876	-	142,876	-	-	-	-	43,041	99,835	-	-
Other Federal Grants	232,467	53,851	178,616	-	-	-	-	-	-	-	178,616
Rental Income	85,938	1,578	84,360	1,578	1,916	282	-	36,513	43,789	-	282
DBH & DS:											
Community Mental Health	710,331	317,991	392,340	5,294	67,876	225,000	94,170	-	-	-	-
DCYF	148	-	148	148	-	-	-	-	-	-	-
Interest Income	408	408	-	-	-	-	-	-	-	-	-
Other Revenues	491,970	255,860	236,110	4,194	52,531	85	58	2,761	8,307	405	167,769
	<u>14,652,792</u>	<u>748,787</u>	<u>13,904,005</u>	<u>3,460,536</u>	<u>7,079,054</u>	<u>912,799</u>	<u>548,966</u>	<u>82,465</u>	<u>152,106</u>	<u>327,732</u>	<u>1,342,347</u>
Administration	-	(748,787)	748,787	186,365	381,236	49,158	29,456	4,441	8,191	17,649	72,291
TOTAL PUBLIC SUPPORT AND REVENUES	<u>\$ 14,652,792</u>	<u>\$ -</u>	<u>\$ 14,652,792</u>	<u>\$ 3,646,901</u>	<u>\$ 7,460,290</u>	<u>\$ 961,957</u>	<u>\$ 576,422</u>	<u>\$ 86,906</u>	<u>\$ 160,297</u>	<u>\$ 345,381</u>	<u>\$ 1,414,638</u>

The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2020

	Total		Total Programs	Children	Multi-Service	ACT	Emergency Services	Housing Services			Non BBH Funded Programs	
	Agency	Administration						Apts. S.L. Summer	Apts. S.L. McGrath	Non-Eligible		
Personnel Costs:												
Salary and wages	\$ 8,947,194	\$ 713,597	\$ 8,233,597	\$ 1,574,505	\$ 3,822,143	\$ 791,478	\$ 746,757	\$ 173,489	\$ 196,451	\$ 308,877	\$ 819,897	
Employee benefits	1,883,183	125,387	1,757,796	405,044	884,543	127,202	130,730	43,584	43,532	60,655	62,506	
Payroll Taxes	643,133	64,941	578,192	119,250	253,350	52,980	54,880	12,594	14,335	22,795	48,008	
Substitute Staff	168,153	128	168,027	502	69,739	18,188	22,817	42	63	63	56,813	
PROFESSIONAL FEES AND CONSULTANTS:												
Accounting/audit fees	65,617	65,617	-	-	-	-	-	-	-	-	-	
Legal fees	25,335	25,335	-	-	-	-	-	-	-	-	-	
Other professional fees	300,180	79,782	220,398	8,617	14,616	3,256	2,931	70,262	70,180	977	49,579	
Staff Devel. & Training:												
Journals & publications	1,909	118	1,791	346	1,132	98	81	19	29	35	51	
In-Service training	4,574	2,509	2,065	485	1,021	186	187	38	58	56	56	
Conferences & conventions	55,776	10,894	44,882	6,471	29,853	2,112	2,234	928	993	607	1,684	
Other staff development	32,163	3,242	28,921	3,315	18,952	(168)	4,721	274	312	846	669	
Occupancy costs:												
Rent	90,408	3,925	86,483	35,706	37,330	812	722	180	271	3,391	8,071	
Mortgage (Interest)	126,857	27,617	99,240	38,593	46,863	6,892	-	-	-	-	6,892	
Heating Costs	27,217	2,807	24,410	4,974	5,728	484	192	6,491	5,188	341	1,014	
Other Utilities	72,355	10,463	61,892	14,732	16,616	1,570	-	11,793	13,678	552	2,951	
Maintenance & repairs	171,745	38,018	133,727	43,441	50,816	7,088	1,024	13,008	10,020	999	7,531	
Taxes	7,108	7,108	-	-	-	-	-	-	-	-	-	
Consumable Supplies:												
Office	29,770	7,063	22,707	7,046	9,573	1,521	1,173	978	312	852	1,252	
Building/household	35,152	14,846	20,306	4,359	7,139	1,449	1,180	699	4,413	465	602	
Medical	17,689	5,814	11,875	268	2,387	101	90	22	33	33	8,941	
Other	146,645	8,579	138,066	35,188	61,324	13,237	11,788	2,904	4,356	4,357	4,916	
Depreciation-Equipment	96,093	3,595	92,498	21,389	41,093	9,782	9,220	2,305	3,292	3,126	2,311	
Depreciation-Building	206,734	49,428	157,306	45,533	55,194	8,051	-	13,690	26,641	42	8,155	
Equipment rental	32,736	6,377	26,359	8,659	12,145	2,144	1,014	254	380	380	1,383	
Equipment maintenance	18,408	1,079	17,329	4,262	7,178	1,496	1,880	318	603	1,057	557	
Advertising	92,537	2,851	89,686	11,537	20,104	4,287	3,811	952	1,428	1,438	46,129	
Printing	1,972	1,902	70	-	70	-	-	-	-	-	-	
Telephone/communications	273,070	35,923	237,147	71,527	90,970	12,050	25,171	10,966	2,400	10,899	13,164	
Postage/shipping	14,529	1,112	13,417	3,642	5,974	1,166	1,037	259	389	438	512	
Transportation:												
Staff	194,483	2,810	191,673	41,927	107,327	33,425	1,630	1,483	1,575	3,234	1,072	
Clients	13,111	-	13,111	-	13,111	-	-	-	-	-	-	
Assist to Individuals:												
Client services	26,243	-	26,243	10,281	14,105	82	-	649	1,126	-	-	
Insurance:												
Malpractice/bonding	66,118	16,654	49,464	12,829	22,100	4,736	4,210	1,052	1,579	1,579	1,579	
Vehicles	5,271	-	5,271	355	4,507	136	123	27	41	41	41	
Comp. Property/liability	34,787	9,755	25,012	7,086	10,012	1,717	1,164	1,587	1,878	623	1,145	
Membership Dues	36,807	1,088	35,719	30	53	11	10	3	4	4	35,804	
Other Expenditures	204,207	184,247	19,960	3,830	6,666	1,390	1,238	3,550	2,165	468	655	
	14,169,249	1,534,609	12,634,640	2,545,507	5,543,532	1,108,959	1,031,771	374,400	407,501	429,230	1,193,740	
Admin. Allocation	-	(1,534,609)	1,534,609	309,178	673,320	134,695	125,319	45,475	49,485	52,135	144,992	
TOTAL PROGRAM EXPENSES	\$ 14,169,249	\$ -	\$ 14,169,249	\$ 2,854,685	\$ 6,216,852	\$ 1,243,654	\$ 1,157,090	\$ 419,875	\$ 456,996	\$ 481,365	\$ 1,338,732	



**Lakes Region
Mental Health Center**

**Board of Directors Listing
June, 2021**

POSITON	NAME
President	Gail Mears
Vice President	Peter J. Minkow
Co-Treasurer	Matthew Soza
Co-Treasurer	Marsha Bourdon
Secretary	Laura LeMein
Member-At-Large	William Bolton
Member-At-Large	Marlin Collingwood
Member-At-Large	Ed McFarland
Member-At-Large	Seifu Ragassa
Member-At-Large	James Stapp
Member-At-Large	Susan Stearns
Member-At-Large	Rev. Judith Wright

Respect Advocacy Integrity Stewardship Excellence

40 Beacon Street East, Laconia, NH 03246 * Tel 603-524-1100 * Fax 603-528-0760 * www.lrmhc.org

Margaret M. Pritchard, BS, MS

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

Lakes Region Mental Health Center, Laconia, NH

2007-Present

Chief Executive Officer

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

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

Community Partners, Dover

2001-2007

Chief Operating Officer

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

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

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

2000-2001

Director, Clinical Operations

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

Riverbend Community Mental Health Center, Concord, NH

1994-2000

Director, Community Support Program

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

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

Greater Manchester Mental Health Center, Manchester, NH

1992-1994

Director, Emergency Services

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

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

Manager: Crisis Care Unit/SRO/Respite Care/Shared Apartment Program

1982-1985

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

Community Council of Nashua, Nashua, NH

1989-1992

Director, Community Education (Known now as The Greater Nashua MHC & Community Council)

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

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

NE Non-Profit Housing, Manchester, NH

1986-1989

Social Worker

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

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

Region IV Area Agency, Concord

1986

Case Manager

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

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

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

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

Sunshine S. Fisk

EXPERIENCE

- Lakes Region Mental Health Center, Inc.** **2016-Present**
Laconia, NH
Chief Financial Officer
- Worked to secure \$5.2 million in Bond Financing to fund building consolidation project
 - Designed and implemented a new annual budget process
 - Identified efficiencies in billing processes resulting in additional \$150K in annual revenue
 - Coordinate quarterly state Community Mental Health Center CFO meetings
 - Member of NHHF and IDN Billing & Coding Advisory Panels
 - Supervise Business Office Personnel
- Lakes Region Community College** **2015-2016**
Laconia, NH
Chief Financial Officer
- Supervisory Responsibility for Business Services and Stock Control
 - Responsible for annual Budget Process of over 60 cost centers
 - Instituted monthly financial reporting to Leadership and quarterly to the College Advisory Board
 - Regular presentations to the college campus on financial outlook and strategic initiatives
 - Chair of Professional Development Committee
- Riverbend Community Mental Health, Inc.** **2005-2015**
Concord, NH
Controller
- Supervisory responsibility (A/P, General Ledger & Cash)
 - Responsible for General Ledger (2013) & Fixed Asset (2008) software conversions
 - State of New Hampshire, Concord Hospital and additional external reporting including bank covenants
 - Detailed and extensive budgeting for over 17 Cost Centers with revenue over \$21 million
 - Revenue forecast & strategic modeling for Managed Medicaid case rate implementation
 - Annual audit coordination for three companies and 990/1065 Tax reporting review
 - Financial statements & Ad Hoc reporting for Board of Directors and Senior Management
- Easter Seals New Hampshire, Inc.** **2004-2005**
Manchester, NH
Assistant Controller
- Grant Administration for several New Hampshire grants
 - Consolidated Inter/Intra company Financial Statement preparation and analysis
 - Tax Reporting, NH Charitable Trust Reports and Insurance Review
 - Banking compliance, Debt Covenant Reporting and Banking Relations
 - Quarterly and monthly Ad Hoc reporting for Board of Directors and Senior Management
 - Responsible for department restructure, staffing, internal controls and supervising NH/VT/ME Accounting
- General Growth Properties, Inc.** **1998-2004**
Chicago, Illinois
Senior Accountant-Natick Mall, Natick, Massachusetts
- Financial Statement preparation for over \$30 million in annual revenues
 - Forecasting, input and analysis for R24 budget used for SEC Reporting
 - Monthly variance analysis of financial statements and occupancy levels for executive management
 - Saved company over \$50K annually through recovery analysis on tenant CAM & escrow accounts
 - Supervisory responsibility (Cash, A/P, A/R & G/L)
 - Weekend Property Management Responsibility
 - Internship Coordinator
- Accountant I & II-Steeplegate Mall, Concord, New Hampshire*
- Maintain the financial documentation of the mall gift certificate program
 - Settlement reconciliations for tenant escrow accounts; taxes, utilities and other charges
 - Assist in internal audits for Sarbanes-Oxley compliance and review annual tenant audits for billing
 - Received a bonus for excellence in collections by decreasing receivables to less than .005

ADDITIONAL EXPERIENCE

- Wil-Sun Fisk Properties, LLC** **2009-Present**
Tilton, New Hampshire
Owner

EDUCATION

Master's of Business Administration
Southern New Hampshire University, Manchester, New Hampshire
Master's of Science Accounting
Southern New Hampshire University, Manchester, New Hampshire
Bachelor's of Science Business Management
Plymouth State University, Plymouth, New Hampshire

**COMPUTER
SKILLS**

Excel, Solomon, Quicken/Quick Books Pro, Management Reports International (MRI), Power Point, JD Edwards, DYNA Budget Software, Depreciation Works, PeopleSoft, CMHC, Quantum, Icentrix and L&W/Essentia

MEMBERSHIPS

Mid-State Health Center (FQHC) Board & Finance Committee Member, Healthcare Financial Management Association Member, Former Zonta Club of Concord Board Member, Leadership Greater Concord Graduate & Former Steering Committee Member, 2005 Concord Monitor Tilton-Northfield Town Crier Writer

Vladimir Jelnov, MD

Summary of expertise:

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

Seven years of supervision, training and program coordination experience.

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

EDUCATION

Novosibirsk State Medical Academy, Novosibirsk, Russia *Medical student* 09 / 72 - 07 / 78

Novosibirsk State University, Novosibirsk, Russia *Psychology student* 10 / 93 - 02 / 95

POSTGRADUATE TRAINING

Elmhurst Hospital Center, Mt. Sinai Medical school, NYC *Internship/ residency, psychiatry* 07/03 – 07/07

Central Research Institute for Medical Doctors, S. Petersburg, Russia *Postdoctoral clinical training* 09/84 – 12/84

State Psychiatric Institute, Moscow, *Postdoctoral clinical training* 06/83 – 07/83

State Psychoneurologic Institute, S. Petersburg, Russia *Postdoctoral dissertation* 08 / 84 - 05 / 85

HOSPITAL AND CLINIC APPOINTMENTS

State Psychiatric Hospital, Novosibirsk, Russia *Attending Psychiatrist, short term inpatient* 03/80 - 12/82

Novosibirsk City Hospital #2 *Attending Psychiatrist; outpatient clinic* 12/82-02/84

Regional Psychiatric Emergency Mobil Team, Novosibirsk, Russia *Part time, Attending Psychiatrist* 3/82-10/84

Novosibirsk City Psychoneurological Dispensary *Chief of Psychotherapy Division; evaluation & treatment adults with mental problems; clinical & administrative supervision for staff, program development, training & education.* 02/84 – 12/87

Novosibirsk Municipal Department of Mental Health *Senior Supervisor for Psychotherapy Division* 02/84 – 12/87

Center for Psychological Help Novosibirsk *Clinical Director, evaluation & treatment adults with mental problems; clinical and administrative supervision for staff, program development, training and education.* 12/87 – 04/93

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

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Margaret Pritchard	Chief Executive Officer	\$175,000	40.47%	\$70,823
Vladimir Jelnov MD	Medical Director	\$270,000	79%	\$212,300
Sunshine Fisk	Chief Financial Officer	\$120,000	40.47%	\$50,588



Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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

June 24, 2020

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

INFORMATIONAL ITEM

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

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

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

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

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

EXPLANATION

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

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

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

The Department will monitor contracted services by:

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

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

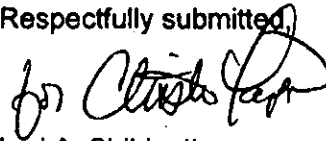
- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

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

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Rapid Response (SS-2020-DBH-07-RAPID-03)

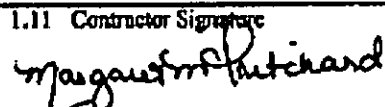
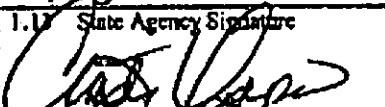
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 Lakes Region Mental Health Center, Inc.		1.4 Contractor Address 40 Beacon St. E. Laconia, NH 03246	
1.5 Contractor Phone Number (603) 524-1100	1.6 Account Number 05-095-092-922010- 19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation \$173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/4/2020		1.12 Name and Title of Contractor Signatory Margaret M. Pritchard Chief Executive Officer	
1.13 State Agency Signature  Date:		1.14 Name and Title of State Agency Signatory Christie Torres Andrade Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Catherine Pinos</u> On: <u>06/18/20</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials MP
 Date 6/4/20

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 of 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, formulæ, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligent, 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 career; 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 policy described in subparagraph 14.1 herein shall be issued by insurers licensed in the State of New Hampshire and on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance; and 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 ("Worker's 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 enters 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 hereof.

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 thereto, 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 add to the interpretation, construction or meaning of the provisions of this Agreement.

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

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

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

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



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Rapid Response



EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Three (3).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.

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



EXHIBIT B

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

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

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

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Rapid Response**



EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources;
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Three (3), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

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

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



EXHIBIT B

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

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



EXHIBIT B

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

3. Performance Measures and Data Reporting

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

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



EXHIBIT B

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

4. Exhibits incorporated

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

5. Additional Terms

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

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



EXHIBIT B

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

6. Records

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

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



EXHIBIT B

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

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



EXHIBIT C

Payment Terms

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

BUDGET	
Line Item	Amount
Staffing	\$113,500
Fringe and Benefits	\$ 34,050
Personal Protective Equipment, Supplies, Technology, and Training	\$ 6,400
Data Collection	\$ 4,500
Indirect Costs on Clinical Services	\$ 15,295
Indirect Costs on Data Collection	\$ 450
Total	\$173,195

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

Lakes Region Mental Health Center, Inc.

Exhibit C

Contractor Initials

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Date

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NH Rapid Response Program



EXHIBIT C

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

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

[Handwritten Signature]
4-1/25

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



EXHIBIT C

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

MP
6/4/20

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



EXHIBIT C

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

MP
6/4/20

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

mp
Date 6/4/20

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name: *The Lakes Region Mental Health Center, Inc.*

6/4/20
Date

Margaret M. Pritchard
Name: *Margaret M. Pritchard*
Title: *Chief Executive Officer*

Vendor Initials *MP*
Date 6/4/20



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, 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: *The Lakes Region Mental Health Center, INC.*

6/4/20
Date

Margaret M. Pritchard
Name: *Margaret M. Pritchard*
Title: *Chief Executive Officer*

New Hampshire Department of Health and Human Services
Exhibit F



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

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 78, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: The Lakes Region Mental Health Center, INC.

6/4/20
Date

Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Chief Executive Officer

Vendor Initials: MP
Date: 6/4/20



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

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

Vendor initials

mp

Date 6/4/20

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: *The Lakes Region Mental Health Center, Inc.*

6/4/20
Date

Margaret M. Pritchard
Name: *Margaret M. Pritchard*
Title: *Chief Executive Officer*

Exhibit G

Vendor Initials

MP

Certification of Compliance with requirements pertaining to Federal Mandates on Equal Treatment of Faith-Based Organizations and White-Knight protections

Date

6/4/20

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: ~~SE~~ The Lakes Region Mental Health Center, Inc.

6/4/20
Date

Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Chief Executive Officer

Vendor Initials: MP
Date: 6/4/20



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(1) Definitions

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

3/2014

Contractor Initials

Date 6/4/20



New Hampshire Department of Health and Human Services

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

3/2014

Contractor Initials

mp

Date

6/4/20



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Exhibit I

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I

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

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

Department of Health and Human Services
 The State
 Signature of Authorized Representative
 Name of Authorized Representative
 Title of Authorized Representative
 Date

[Handwritten Signature]
 Christie Toppan
 Associate Commissioner
 6-8-2020

The Lakes Region Mental Health Center, INC.
 Name of the Contractor
 Signature of Authorized Representative
 Name of Authorized Representative
 Title of Authorized Representative
 Date

[Handwritten Signature]
 Margaret M. Pritchard
 Chief Executive Officer
 6/4/20

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name: *The Lakes Region Mental Health Center, INC.*

Margaret M. Pritchard

Name: *Margaret M. Pritchard*
Title: *Chief Executive Officer*

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Date

Contractor Initials: *mp*
Date: *6/4/20*

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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.

II. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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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 Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



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

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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

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

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

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

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

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

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

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

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

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

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

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

7/29/2021

Date

DocuSigned by:
Katja Fox
ED9D05804C83442...

Name: Katja Fox
Title: Director

Riverbend Community Mental Health, Inc.

7/29/2021

Date

DocuSigned by:
Lisa K. Madden
63968E16890F4CC...

Name: Lisa K. Madden
Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

7/30/2021

Date

DocuSigned by:

Takhmina Rakhmatova

EDE521C825C34AC

Name: Takhmina Rakhmatova

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

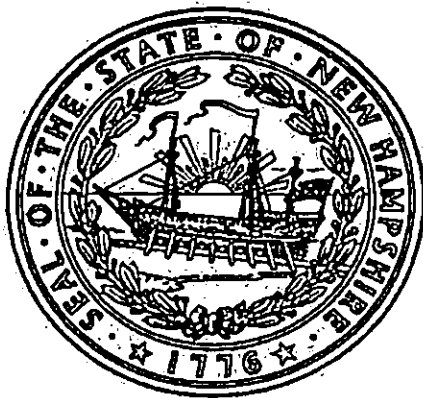
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVERBEND COMMUNITY MENTAL HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 1966. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62509

Certificate Number: 0005334419



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, hereby certify that:

1. I am a duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on February 25, 2021, at which a quorum of the Directors/shareholders were present and voting.

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Vote. 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 below 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.
4. Lisa K. Madden is duly elected President & CEO of the Corporation.

Dated: 7-29-21



Signature of Elected Officer

Name: Andrea D. Beaudoin

Title: Assistant Board Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/09/2021

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123		CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Co.	NAIC # 18058
INSURED Riverbend Community Mental Health Inc. 278 Pleasant Street Concord, NH 03301		INSURER B: Granite State Healthcare & Human Svc WC	NONAIC
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2187101	10/01/2020	10/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			PHPK2187103	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10K			PHUB740241	10/01/2020	10/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCHS20210000416 HCHS20210000418 3A States: NH	02/01/2021 02/01/2021	02/01/2022 02/01/2022	<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
A	Professional Liability			PHPK2187101	10/01/2020	10/01/2021	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

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

CERTIFICATE HOLDER **CANCELLATION**

NH DHHS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>See list</i>

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Mission

We care for the behavioral health of our community.

Vision

- *We provide responsive, accessible, and effective mental health services.*
- *We seek to sustain mental health and promote wellness.*
- *We work as partners with consumers and families.*
- *We view recovery and resiliency as an on-going process in which choice, education, advocacy, and hope are key elements.*
- *We are fiscally prudent and work to ensure that necessary resources are available to support our work, now and in the future.*

Values

- *We value diversity and see it as essential to our success.*
- *We value staff and their outstanding commitment and compassion for those we serve.*
- *We value quality and strive to continuously improve our services by incorporating feedback from consumers, families and community stakeholders.*
- *We value community partnerships as a way to increase connections and resources that help consumers and families achieve their goals.*

Revised 8-23-07

Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2020

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June 30, 2020

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position, as of June 30, 2020 and 2019, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 Riverbend Community Mental Health, Inc. as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 18 through 21 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 22, 2020, on our consideration of Riverbend Community Mental Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Riverbend Community Mental Health, Inc.'s internal control over financial reporting and compliance.

Kittell, Bravagan + Sargent

St. Albans, Vermont
September 22, 2020

Riverbend Community Mental Health, Inc.
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 8,821,845	\$ 2,392,018
Client service fees receivable, net	1,340,309	1,929,981
Other receivables	2,041,243	1,430,061
Investments	7,676,854	7,718,954
Prepaid expenses	158,782	107,016
Tenant security deposits	27,244	26,286
TOTAL CURRENT ASSETS	<u>20,066,277</u>	<u>13,604,316</u>
PROPERTY & EQUIPMENT, NET	<u>11,930,491</u>	<u>12,344,584</u>
OTHER ASSETS		
Investment in Behavioral Information Systems	<u>109,099</u>	<u>105,125</u>
TOTAL ASSETS	<u>\$ 32,105,867</u>	<u>\$ 26,054,025</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 170,683	\$ 314,218
Accrued expenses	1,050,813	1,148,220
Tenant security deposits	27,244	26,286
Accrued compensated absences	925,969	766,213
Current portion of long-term debt	242,475	229,808
Deferred revenue	10,936	27,362
TOTAL CURRENT LIABILITIES	<u>2,428,120</u>	<u>2,512,107</u>
LONG-TERM LIABILITIES		
Long-term debt, less current portion	12,278,876	7,505,192
Unamortized debt issuance costs	<u>(222,971)</u>	<u>(248,865)</u>
Long-term debt, net of unamortized debt issuance costs	<u>12,055,905</u>	<u>7,256,327</u>
Interest rate swap liability	<u>486,672</u>	<u>155,125</u>
TOTAL LONG-TERM LIABILITIES	<u>12,542,577</u>	<u>7,411,452</u>
NET ASSETS		
Net Assets without donor restrictions	14,515,692	13,441,914
Net Assets with donor restrictions	<u>2,619,478</u>	<u>2,688,552</u>
TOTAL NET ASSETS	<u>17,135,170</u>	<u>16,130,466</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 32,105,867</u>	<u>\$ 26,054,025</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.

STATEMENTS OF OPERATIONS

For the Years Ended June 30,

	2020			2019
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	All Funds	
PUBLIC SUPPORT AND REVENUES				
Public support -				
Federal	\$ 2,776,396	\$ -	\$ 2,776,396	\$ 1,669,950
State of New Hampshire -- BBH	1,877,726	10,186	1,887,912	1,418,392
In-kind donations	170,784	-	170,784	170,784
Contributions	174,980	-	174,980	158,523
Other	905,006	-	905,006	740,599
Total Public Support	<u>5,904,892</u>	<u>10,186</u>	<u>5,915,078</u>	<u>4,158,248</u>
Revenues -				
Client service fees, net of provision for bad debts	24,332,689	-	24,332,689	23,739,832
Other	5,498,640	-	5,498,640	5,396,063
Net assets released from restrictions	102,264	(102,264)	-	-
Total Revenues	<u>29,933,593</u>	<u>(102,264)</u>	<u>29,831,329</u>	<u>29,135,895</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>35,838,485</u>	<u>(92,078)</u>	<u>35,746,407</u>	<u>33,294,143</u>
PROGRAM AND ADMINISTRATIVE EXPENSES				
Children and adolescents	5,282,195	-	5,282,195	5,412,364
Emergency services	1,030,095	-	1,030,095	984,337
Behavioral Crisis Treatment Ctr	1,504,620	-	1,504,620	319,996
ACT Team	1,582,224	-	1,582,224	1,662,062
Outpatient - Concord	4,834,709	-	4,834,709	5,219,641
Outpatient - Franklin	2,371,863	-	2,371,863	2,371,863
Multi-Service Team - Community Support Program	6,440,718	-	6,440,718	6,311,862
Mobile Crisis Team	2,003,129	-	2,003,129	2,259,419
Community Residence - Twitchell	973,232	-	973,232	995,823
Community Residence - Fellowship	548,445	-	548,445	539,079
Restorative Partial Hospital	410,899	-	410,899	554,519
Supportive Living - Community	1,335,925	-	1,335,925	1,441,949
Other Non-BBH	4,180,076	-	4,180,076	3,811,589
Administrative	1,998,798	-	1,998,798	35,308
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	<u>34,496,928</u>	<u>-</u>	<u>34,496,928</u>	<u>31,919,811</u>
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	<u>1,341,557</u>	<u>(92,078)</u>	<u>1,249,479</u>	<u>1,374,332</u>
OTHER INCOME				
Investment Income	<u>63,767</u>	<u>23,004</u>	<u>86,771</u>	<u>148,904</u>
TOTAL INCREASE (DECREASE) IN NET ASSETS	<u>1,405,324</u>	<u>(69,074)</u>	<u>1,336,250</u>	<u>1,523,236</u>
NET ASSETS, BEGINNING OF YEAR	<u>13,441,914</u>	<u>2,688,552</u>	<u>16,130,466</u>	<u>14,812,490</u>
Change in fair value of interest rate swap	<u>(331,546)</u>	<u>-</u>	<u>(331,546)</u>	<u>(205,260)</u>
NET ASSETS, END OF YEAR	<u>\$ 14,515,692</u>	<u>\$ 2,619,478</u>	<u>\$ 17,135,170</u>	<u>\$ 16,130,466</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.

STATEMENTS OF CASH FLOWS

For the Years Ended June 30,

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 1,336,250	\$ 1,523,236
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,154,082	986,676
Unrealized (gain) loss on investments	(40,114)	58,896
Loss on disposal of fixed assets	-	3,422
Changes in:		
Client service fee receivables	589,672	(708,001)
Other receivables	(611,182)	(929,033)
Prepaid expenses	(51,766)	(17,755)
Tenant security deposits	-	(125)
Accounts payable and accrued expenses	(81,186)	656,944
Deferred revenue	<u>(16,426)</u>	<u>(40,808)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>2,279,330</u>	<u>1,533,452</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(714,094)	(1,667,168)
Investment activity, net	<u>78,240</u>	<u>(200,671)</u>
NET CASH (USED) BY INVESTING ACTIVITIES	<u>(635,854)</u>	<u>(1,867,839)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of PPP loan	5,017,927	-
Principal payments on long-term debt	<u>(231,576)</u>	<u>(200,000)</u>
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>4,786,351</u>	<u>(200,000)</u>
NET INCREASE (DECREASE) IN CASH	6,429,827	(534,387)
CASH AT BEGINNING OF YEAR	<u>2,392,018</u>	<u>2,926,405</u>
CASH AT END OF YEAR	<u>\$ 8,821,845</u>	<u>\$ 2,392,018</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	<u>\$ 252,221</u>	<u>\$ 215,104</u>
Fixed assets acquired through issuance of long-term debt	<u>\$ -</u>	<u>\$ 1,200,000</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs. The organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). It operates in the Merrimack and Hillsborough counties of New Hampshire.

Income Taxes

Riverbend Community Mental Health, Inc., is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, it is exempt from income taxes on its exempt function income.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2017, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Related Organizations

Riverbend is an affiliate of Capital Region Health Care (CRHC). CRHC is a comprehensive healthcare service system consisting of one hospital, one visiting nurse association, real estate holding companies and a variety of physician service companies. The affiliation exists for the purpose of integrating and improving the delivery of healthcare services to the residents of the central New Hampshire area.

Penacook Assisted Living Facility (PALF) is managed by Riverbend. PALF is a 501(c)(3) organization and operates the "John H. Whitaker Place" assisted care community located in Penacook, New Hampshire.

Basis of Presentation

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

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

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

Riverbend Community Mental Health, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

Estimates

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

Property

Property is recorded at cost or, if donated, at fair market value at the date of donation. Depreciation is provided using both straight-line and accelerated methods, over the estimated useful lives of the assets.

Depreciation

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

Grants

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

Vacation Pay and Fringe Benefits

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

In-Kind Donations

Various public and private entities have donated facilities for Riverbend's operational use. The estimated fair value of such donated services is recorded as offsetting revenues and expenses in the accompanying statement of revenue support and expenses of general funds.

Revenue

Grant revenue received by Riverbend is deferred until the related services are provided.

Accounts Receivable

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Policy for Evaluating Collectability of Accounts Receivable

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

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

Riverbend has recorded an estimate in the allowance for doubtful accounts of \$1,545,038 and \$2,133,943 as of June 30, 2020 and 2019, respectively. The allowance for doubtful accounts represents 54% and 53% of total accounts receivable as of June 30, 2020 and 2019, respectively.

Client Service Revenue

Riverbend recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. Riverbend receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and provision for bad debts) recognized during the year ended June 30, 2020 totaled \$24,332,689, of which \$23,875,118 was revenue from third-party payors and \$457,571 was revenue from self-pay clients.

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

New Hampshire Medicaid

Riverbend is reimbursed for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

New Hampshire Healthy Families

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Beacon Wellness

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

Amerihealth

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

State of New Hampshire

Riverbend is reimbursed for certain expenses through support from the State of New Hampshire general funds accounts. Assertive Continuous Treatment Teams (ACT) for both adults and children, Mobile Crisis Teams, Refugee Interpreter Services are such accounts.

Concord Hospital

Riverbend is reimbursed for certain projects through support from the Concord Hospital for behavioral health services rendered in the emergency room inpatient psychiatric unit and for general administrative services are all reimbursed on a contractual basis.

Approximately 86% and 83% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2020, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation and change. As a result, it is possible that recorded estimates could change materially in the near term.

Interest Rate Swap Agreements

Riverbend has adopted professional accounting standards which require that derivative instruments be recorded at fair value and included in the statement of financial position as assets or liabilities. Riverbend uses interest rate swaps to manage risks related to interest rate movements. Interest rate swap contracts are reported at fair value. Riverbend's interest rate risk management strategy is to stabilize cash flow requirements by maintaining contracts to convert variable rate debt to a fixed rate.

Advertising

Advertising costs are expensed as incurred. Total costs were \$105,856 and \$168,402 at June 30, 2020 and 2019, respectively.

NOTE 2 CASH

At June 30, 2020 and 2019, the carrying amount of cash deposits was \$8,849,089 and \$2,418,304 and the bank balance was \$8,960,504 and \$2,578,539. Of the bank balance, \$633,352 and \$631,957 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$8,325,265 and \$1,946,453 was offset by debt, and the remaining \$1,886 and \$129 is uninsured.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 3 ACCOUNTS RECEIVABLE

	<u>2020</u>	<u>2019</u>
ACCOUNTS RECEIVABLE - TRADE		
Due from clients	\$ 549,836	\$1,386,938
Receivable from insurance companies	384,282	643,200
Medicaid receivable	1,592,141	1,672,318
Medicare receivable	352,906	355,388
Housing fees	6,182	6,080
	<u>2,885,347</u>	<u>4,063,924</u>
Allowance for doubtful accounts	<u>(1,545,038)</u>	<u>(2,133,943)</u>
	<u>\$1,340,309</u>	<u>\$1,929,981</u>
	<u>2020</u>	<u>2019</u>
ACCOUNTS RECEIVABLE - OTHER		
Merrimack County Drug Court	\$ -	\$ 125,244
Concord Hospital	224,245	560,969
Federal Grants	831,148	556,152
Behavioral Information System - BIS	80,690	58,910
Beacon Health Options - MCO	292,525	76,081
MCO Directed Payments	488,022	-
State of NH - LTCSP	66,300	-
Due from Penacook Assisted Living Facility	13,545	23,104
Other	44,768	29,601
	<u>\$2,041,243</u>	<u>\$1,430,061</u>

NOTE 4 INVESTMENTS

Riverbend has invested funds in various pooled funds with Harvest Capital Management. The approximate breakdown of these investments are as follows at June 30,:

<u>2020</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 433,019	\$ -	\$ 433,019
Corporate Bonds	410,571	(11,028)	399,543
Exchange Traded Funds	4,157,008	391,102	4,548,110
Equities	74,672	(13,490)	61,182
Mutual Funds	<u>2,303,481</u>	<u>(68,481)</u>	<u>2,235,000</u>
	<u>\$7,378,751</u>	<u>\$ 298,103</u>	<u>\$7,676,854</u>

Riverbend Community Mental Health, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 4 INVESTMENTS (continued)

<u>2019</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 104,999	\$ -	\$ 104,999
Corporate Bonds	636,487	(17,410)	619,077
Exchange Traded Funds	4,323,234	414,084	4,737,318
Equities	115,144	(7,966)	107,178
Mutual Funds	<u>2,200,571</u>	<u>(50,189)</u>	<u>2,150,382</u>
	<u>\$7,380,435</u>	<u>\$ 338,519</u>	<u>\$7,718,954</u>

Investment income (losses) consisted of the following at June 30,:

	<u>2020</u>	<u>2019</u>
Interest and dividends	\$ 221,171	\$ 219,369
Realized losses	(50,750)	(90,398)
Unrealized gains (losses)	(40,114)	58,896
Fee expenses	(47,510)	(42,748)
Returns from BIS	<u>3,974</u>	<u>3,785</u>
 TOTAL	 <u>\$ 86,771</u>	 <u>\$ 148,904</u>

NOTE 5 FAIR VALUE MEASUREMENTS

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

Basis of Fair Value Measurement

- Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 5 FAIR VALUE MEASUREMENTS (continued)

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

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2020. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	<u>2020</u>	<u>2019</u>
Land	\$ 1,275,884	\$ 1,275,884
Buildings	17,652,170	17,183,576
Leasehold Improvements	530,136	439,942
Furniture and Fixtures	3,962,983	3,770,563
Equipment	1,930,086	1,930,086
Software licenses	162,848	162,848
CIP	-	37,024
	<u>25,514,107</u>	<u>24,799,923</u>
Accumulated Depreciation	<u>(13,583,616)</u>	<u>(12,455,339)</u>
NET BOOK VALUE	<u>\$11,930,491</u>	<u>\$12,344,584</u>

NOTE 7 OTHER INVESTMENTS

Behavioral Information System

Riverbend entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the joint venture, Riverbend invested \$52,350 for a 50% interest in Behavioral Information Systems (BIS).

The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating income for the year has been reflected on the books of Riverbend.

During the years June 30, 2020 and 2019, Riverbend paid BIS \$179,660 and \$278,271, respectively, for software support and services.

Included in accounts receivable was \$80,540 and \$58,910 in amounts due from BIS at June 30, 2020 and 2019, respectively.

Included in accounts payable was \$12,762 and \$58,268 in amounts due to BIS at June 30, 2020 and 2019, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 8 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30,:

	<u>2020</u>	<u>2019</u>
Mortgage payable, \$1,200,000 note dated 6/10/19, secured by Pleasant St. property. Interest at 3.8%, annual principal and interest payments of \$5,630 with a final balloon payment of \$946,441 due June, 2029	\$ 1,178,424	\$ 1,200,000
Bond payable, TD Banknorth dated February 2003, interest at a fixed rate of 3.06% with annual debt service payments of varying amounts ranging from \$55,000 in July 2004 to \$375,000 in July 2034. Matures July 2034. The bond is subject to various financial covenant calculations.	3,045,000	3,205,000
Bond payable, NHHEFA dated September 2017, interest at a fixed rate of 2.76% through a swap agreement expiring 9/1/2028 annual debt service payments of varying amounts ranging from \$55,000 in July 2017 to \$475,000 in July 2038. Matures July 2038. The bond is subject to various financial covenant calculations.	3,280,000	3,330,000
Note payable, TD Banknorth dated April 2020. PPP loan with the ability to be forgiven in FY 21. Interest at 1%, monthly principal and interest payments of \$278,774 beginning November 2020 due March 2022.	<u>5,017,927</u>	<u>-</u>
	12,521,351	7,735,000
Less: Current Portion	<u>(242,475)</u>	<u>(229,808)</u>
Long-term Debt	<u>12,278,876</u>	<u>7,505,192</u>
Less: Unamortized debt issuance costs	<u>(222,971)</u>	<u>(248,865)</u>
	<u>\$ 12,055,905</u>	<u>\$ 7,256,327</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 8 LONG-TERM DEBT (continued)

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

Year Ending June 30,	Amount
2021	\$ 242,475
2022	5,271,284
2023	264,272
2024	275,109
2025	286,295
Thereafter	<u>6,181,916</u>
	<u>\$ 12,521,351</u>

Riverbend has an irrevocable direct pay letter of credit which is associated with the 2008 bond. The letter of credit is for the favor of the Trustee of the bond for the benefit of the bond holders under the bond indenture dated September 1, 2017. The letter is for \$3,395,000 and expires September 1, 2028.

NOTE 9 DEFERRED INCOME

	<u>2020</u>	<u>2019</u>
Concord Hospital/Dartmouth Hitchcock	<u>\$ 10,936</u>	<u>\$ 27,362</u>

NOTE 10 LINE OF CREDIT

As of June 30, 2020, Riverbend had available a line of credit with an upper limit of \$1,500,000. At that date no borrowings were outstanding against the line of credit. These funds are available with an interest rate of TD Bank, N.A. base rate plus .25%, adjusted daily. This line of credit is secured by all accounts receivable of the company and is due on demand. The next review date will be November 30, 2020 and the decision to review the line of credit will be at the sole discretion of the lender.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 11 RELATED PARTY

Penacook Assisted Living Facility, Inc., an affiliate, owed Riverbend at year end.

The balance is comprised of the following at June 30,:

	<u>2020</u>	<u>2019</u>
Ongoing management and administrative services, recorded in other accounts receivable	\$ <u>12,302</u>	\$ <u>21,243</u>

Riverbend collected \$110,539 and \$95,992 for property management services, \$55,918 and \$54,710 for contracted housekeeping services and \$-0- and \$75,000 for a developers fee from the affiliate during the years ended June 30, 2020 and 2019, respectively.

NOTE 12 EMPLOYEE BENEFIT PLAN

Riverbend makes contributions to a 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the years ended June 30, 2020 and 2019, such contributions were \$366,705 and \$338,574, respectively.

NOTE 13 OPERATING LEASES

Riverbend leases operating facilities from various places. The future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	\$ 122,722
2022	124,470
2023	91,491
2024	35,070
2025	<u>32,042</u>
	<u>\$ 405,795</u>

Total rent expense for the years ended June 30, 2020 and 2019 was \$138,092 and \$144,593, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 14 LIQUIDITY

The following reflects Riverbend's financial assets available within one year of June 30, 2020 for general expenditures are as follows:

Cash and Cash Equivalents	\$ 8,821,845
Accounts Receivable (net)	3,381,552
Investments	<u>7,676,854</u>
Financial assets, at year end	<u>19,880,251</u>
Less those unavailable for general expenditures within one year due to:	
Restricted by donor with time or purpose restrictions	<u>(2,619,478)</u>
Financial assets available within one year for general expenditures	<u>\$17,260,773</u>

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

Investments in real estate and partnerships are not included as they are not considered to be available within one year.

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

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions are restricted and summarized as follows as of June 30, 2020:

	2020		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	\$ 144,835	\$ -	\$ 144,835
Capital Campaign Fund	-	2,332,760	2,332,760
Development Fund	<u>141,883</u>	<u>-</u>	<u>141,883</u>
	<u>\$ 286,718</u>	<u>\$ 2,332,760</u>	<u>\$ 2,619,478</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

	2019		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	\$ 144,835	\$ -	\$ 144,835
Capital Campaign Fund	-	2,412,487	2,412,487
Development Fund	131,230	-	131,230
	\$ 276,065	\$ 2,412,487	\$ 2,688,552

On December 28, 1978 the Jo Babcock Memorial Fund was established by Henry Frances Babcock of Belmont, MA, in memory of their daughter. Designated for the treatment of outpatients, in particular those who are unable to pay for services, the Babcock Fund, may also be used to purchase equipment for research or treatment.

The initial gift consisted of 250 shares of Merck stock, in street form. The stocks were subsequently sold. In 1979, the Babcock Family sent additional funds in the form of bonds, etc.

Capital Campaign Fund – *(Charles Schwab)*

In the spring of 2003, Riverbend Community Mental Health completed a campaign seeking to raise capital support from community leaders, families, friends, corporations, and foundations. The campaign was intended to identify urgent capital projects that could expand and improve services to a relatively underserved population of clients.

The overall campaign is also intended to provide new and improved facilities for the Riverbend community, and enhance the services provided to the patients at Riverbend Community Mental Health, Inc.

The Development Fund – *(Charles Schwab)*

The Development Fund consists of agreements with various corporations and foundations that specifically designate their contributions to be utilized for supporting program service expenses; funds are restricted in order for Riverbend to ensure that almost all of each individual contribution received can go toward supporting programs and initiatives that benefit the community.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

Below is the breakdown of the restricted activity above for the year ending June 30, 2020:

	<u>2020</u>	<u>2019</u>
Investment Income	\$ 71,912	\$ 21,918
Unrealized gain (loss) on Investments	(32,028)	16,098
Investment Fees	<u>(16,880)</u>	<u>(17,963)</u>
Total Annuity Activity	23,004	20,053
New Grants	<u>10,186</u>	<u>3,260</u>
Net assets released from restrictions	<u>(102,264)</u>	<u>(96,431)</u>
Beginning Assets with Donor Restrictions	<u>2,688,552</u>	<u>2,761,670</u>
Ending Assets with Donor Restrictions	<u>\$ 2,619,478</u>	<u>\$ 2,688,552</u>

NOTE 16 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Riverbend's customers and revenue, absenteeism in the Riverbend's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Riverbend, including receivables and property and equipment.

Due to these economic uncertainties Riverbend applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain.

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

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 17 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 22, 2020, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2020, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

Riverbend Community Mental Health Inc.
 SCHEDULE OF FUNCTIONAL REVENUES
 For the Year Ended June 30, 2020, with
 Comparative Totals for 2019

	2020	Total	Total	Children &	Emergency	Behavioral	Restorative	Choices, RCA,	Inpatient, Autism,	Multi-	Mobile	Comm.	Comm.	Comm.	Other	2019
	Total	Admin.	Programs	Adolescents	Services/ Assessment	Crisis Treatment Ctr.	Partial Hospital	Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Service Team	Crisis Team	Res. Twitch#	Res. Fellowship	Supp. Living	(Non-BBH)	
PROGRAM SERVICE FEES																
Net Client Fees	\$ 457,571	\$ 37	\$ 457,534	\$ 65,825	\$ (1,016)	\$ (8,322)	\$ (4,725)	\$ 78,036	\$ 19,485	\$ 194,510	\$ 13,110	\$ 47,248	\$ (1,094)	\$ 30,842	\$ 23,655	\$ 469,281
HMO's	731,912	-	731,912	257,867	17,281	8,473	118	273,360	9,106	143,843	18,339	-	-	-	3,525	962,740
Blue Cross/Blue Shield	429,731	-	429,731	102,922	12,790	8,215	(1,447)	185,944	9,031	94,565	13,764	-	-	-	3,947	534,158
Medicaid	21,012,213	1,413,163	19,599,050	4,467,136	129,761	112,178	234,994	1,371,081	861,779	10,834,013	175,288	428,680	313,226	400,347	270,567	19,781,476
Medicare	729,129	-	729,129	1,591	609	3,388	3,787	253,624	20,206	439,241	5,949	(9)	-	46	697	895,652
Other Insurance	538,458	-	538,458	107,201	16,218	9,440	(1,303)	275,389	10,098	107,279	11,801	-	-	-	2,335	655,435
Other Program Fees	433,675	-	433,675	21,674	700	(169)	5,867	8,485	-	10,403	40	137,328	-	241,962	7,385	441,092
PROGRAM SALES																
Service	5,498,640	8,600	5,492,040	2,145	1,085,857	-	-	1,816,838	-	35,241	40,000	-	-	-	2,712,159	5,396,063
PUBLIC SUPPORT																
United Way	11,465	-	11,465	8,662	-	-	-	-	-	-	-	-	-	-	2,803	3,368
Local/County Gov't	2,500	-	2,500	2,500	-	-	-	-	-	-	-	-	-	-	-	4,000
Donations/Contributions	174,980	7,620	167,360	41,252	-	-	1,115	3,136	1,330	26,204	1,000	1,135	-	-	92,188	158,523
Other Public Support	576,388	13,788	562,600	7,931	-	-	-	530,534	-	6,125	-	-	-	-	18,010	650,050
FEDERAL FUNDING																
Other Federal Grants	2,738,162	550,000	2,188,162	-	-	711,356	-	-	120,234	5,000	573,870	-	-	-	777,702	1,633,700
PATH	38,234	-	38,234	-	-	-	-	-	-	-	-	-	-	38,234	-	36,250
IN-KIND DONATIONS																
OTHER REVENUES	170,784	-	170,784	5,200	-	-	-	-	-	-	-	144,886	-	20,698	-	170,784
BBH																
OTHER REVENUES	314,853	7,590	307,063	17,621	17,396	24,904	1,230	17,627	9,316	51,734	47,026	23,597	-	34,321	62,291	83,183
BBH	1,887,912	-	1,887,912	8,456	7,708	711,356	-	88,179	244,766	3,000	824,447	-	-	-	-	1,418,392
TOTAL PROGRAM REVENUES	\$ 35,746,407	\$ 1,998,798	\$ 33,747,609	\$ 5,117,983	\$ 1,287,304	\$ 1,580,819	\$ 239,836	\$ 4,702,033	\$ 1,305,331	\$ 11,951,158	\$ 1,724,634	\$ 782,865	\$ 312,132	\$ 766,450	\$ 3,977,264	\$ 33,294,143

Riverbend Community Mental Health Inc.
 SCHEDULE OF FUNCTIONAL EXPENSES
 For the Year Ended June 30, 2020, with
 Comparative Totals for 2019

	2020 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Restorative Partial Hospital	Choices, RCA, Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Multi- Service Team	Mobile Crisis Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	Other (Non-BBH)	2019
PERSONNEL COSTS																
Salary & Wages	\$ 22,118,232	\$ 1,370,750	\$ 20,747,482	\$ 3,366,638	\$ 734,428	\$ 914,008	\$ 216,508	\$ 3,303,600	\$ 1,040,212	\$ 5,804,684	\$ 1,458,698	\$ 528,323	\$ -	\$ 724,749	\$ 2,655,234	\$ 20,281,709
Employee Benefits	4,425,729	348,488	4,077,241	745,730	96,387	140,167	53,548	451,245	277,669	1,331,484	197,913	111,703	-	206,177	465,218	4,100,848
Payroll Taxes	1,472,693	93,820	1,378,873	237,670	51,227	48,377	15,134	208,135	57,514	402,141	85,357	35,241	-	52,422	185,855	1,471,532
PROFESSIONAL FEES																
Substitute Staff	404,546	41,863	362,683	550	2,800	188,537	-	61,175	-	22,400	-	-	-	-	87,221	594,780
Accounting	43,370	43,370	-	-	-	-	-	-	-	-	-	-	-	-	-	46,363
Legal Fees	86,998	86,998	-	-	-	-	-	-	-	-	-	-	-	-	-	35,305
Other Prof. Fees/Consult.	1,384,293	536,764	847,529	54,892	3,491	12,283	1,194	77,802	3,714	55,967	3,080	2,336	541,245	1,793	89,952	1,324,110
STAFF DEV. & TRAINING																
Journals & Pub.	4,844	1,167	3,677	442	-	233	22	1,134	23	361	298	519	-	-	647	8,806
Conferences and Conv.	79,752	3,972	75,780	11,822	1,467	4,050	123	18,180	2,458	21,442	5,099	1,064	-	1,344	8,710	77,539
OCCUPANCY COSTS																
Rent	166,169	27,412	138,757	22,220	-	-	36,258	38,537	884	-	-	-	-	-	40,880	169,440
Heating Costs	64,582	9,182	55,380	6,974	1,377	2,401	1,373	8,605	752	11,488	1,458	-	-	18,157	2,797	62,127
Other Utilities	205,592	29,850	175,742	25,892	3,955	6,928	5,470	22,243	6,028	43,610	4,446	12,202	-	34,741	10,227	195,146
Maintenance and Repairs	172,895	37,090	135,805	21,331	2,804	4,477	561	22,702	3,829	31,967	5,425	3,531	-	30,923	8,255	171,632
Taxes	29,218	-	29,218	-	-	-	-	18,939	-	-	-	-	-	-	10,395	5,304
Other Occupancy Costs	41,372	16,857	24,515	1,831	107	209	212	4,587	384	4,200	145	1,352	-	3,766	7,712	42,249
CONSUMABLE SUPPLIES																
Office	417,041	90,428	326,613	56,429	4,330	16,540	5,216	40,936	17,296	100,477	22,423	10,588	-	12,887	39,491	268,863
Building/Household	94,557	10,645	83,912	9,523	1,138	2,110	3,099	8,407	2,510	17,762	10,273	9,837	-	15,031	4,222	69,529
Educational/Training	21,278	-	21,278	14,379	-	-	402	3,379	433	2,058	-	94	-	-	532	33,330
Food	75,139	12,444	62,695	4,923	310	3,024	13,391	5,584	223	4,155	10,166	16,184	-	2,649	2,086	83,206
Medical	232,232	11,008	221,224	1,925	60	557	206	43,158	1,090	6,957	1,806	1,339	-	484	163,844	97,348
ADVERTISING	105,856	50,626	55,230	7,648	595	7,362	641	4,565	2,067	12,175	3,110	1,202	-	1,671	14,164	168,401
PRINTING	38,301	27,289	11,012	1,962	45	226	92	2,328	81	4,162	323	-	-	-	1,793	38,665
TELEPHONE/																
COMMUNICATIONS	369,736	68,280	301,456	51,585	32,594	10,187	2,589	46,517	9,695	69,749	20,428	14,025	-	14,318	29,759	333,255
POSTAGE/SHIPPING	24,708	4,867	19,841	3,442	568	993	774	1,889	810	7,126	1,078	442	-	1,186	1,533	19,134
TRANSPORTATION																
Staff	338,377	55,414	282,963	57,000	132	1,432	45	12,944	32,581	158,285	2,964	1,364	-	7,865	8,361	385,394
Clients	29,204	1,968	27,236	3,560	-	85	12,818	208	3	350	2,964	4,491	-	1,966	771	38,144
INSURANCE																
Malpractice and Bonding	179,542	29,682	149,860	18,349	15,430	15,067	2,749	14,185	6,267	30,775	16,238	3,050	-	4,343	23,407	164,333
Vehicles	14,913	1,406	13,505	2,027	-	-	5,077	-	-	767	-	3,713	-	1,921	-	14,142
Comp. Property & Liab.	23,273	4,154	19,119	4,070	393	688	118	3,126	635	4,991	884	86	-	2,936	1,192	21,173
INTEREST EXPENSE	252,221	128,808	123,413	60,463	213	3,046	-	34,566	2,478	-	2,990	-	-	14,828	6,829	215,104
IN-KIND EXPENSE	170,784	-	170,784	5,200	-	-	-	-	-	-	-	144,866	-	20,898	-	170,784
DEPRECIATION AND																
AMORTIZATION	1,154,062	569,612	584,470	157,362	16,188	32,894	6,841	82,411	19,036	131,393	25,501	4,847	-	68,485	39,512	988,676
EQUIPMENT MAINTENANCE	36,147	7,482	28,665	9,694	1,179	846	1,049	3,405	1,170	5,632	610	1,671	-	976	2,433	37,206
MEMBERSHIP DUES	44,303	37,068	7,305	405	-	-	-	5,146	150	794	440	220	-	-	150	43,325
OTHER EXPENDITURES	175,061	45,458	129,623	19,043	1,156	3,299	2,286	15,381	3,264	29,704	6,182	4,178	-	4,076	41,054	147,109
TOTAL EXPENSES	34,498,928	3,802,244	30,694,684	4,965,181	972,174	1,420,016	387,794	4,562,857	1,493,257	8,317,057	1,890,495	918,508	541,245	1,260,807	3,945,293	31,919,811
ADMIN ALLOCATION		(1,803,446)	1,803,446	297,014	57,921	84,604	23,105	271,852	88,967	495,524	112,634	54,724	7,200	75,118	234,763	
TOTAL PROGRAM EXPENSES	34,498,928	1,998,798	32,498,130	5,262,195	1,030,095	1,504,620	410,899	4,834,709	1,582,224	8,812,581	2,003,129	973,232	548,445	1,335,925	4,180,076	31,919,811
SURPLUS/(DEFICIT)	\$ 1,249,479	\$ -	\$ 1,249,479	\$ (164,212)	\$ 257,209	\$ 76,199	\$ (171,263)	\$ (132,676)	\$ (278,893)	\$ 3,138,577	\$ (278,495)	\$ (190,367)	\$ (238,313)	\$ (589,475)	\$ (202,812)	\$ 1,374,332

Riverbend Community Mental Health, Inc.
ANALYSIS OF DHHS-BBH REVENUES, RECEIPTS AND RECEIVABLES
 For the Year Ended June 30, 2020

	Receivable From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable from BBH End of Year
Contract Year, June 30, 2020	<u>\$ 137,090</u>	<u>\$ 1,887,912</u>	<u>\$ (1,803,605)</u>	<u>\$ 221,397</u>

Analysis of Receipts:BBH & Federal Fund Payments

07/19/19 \$ 111	11/05/19 \$ 116,364	03/17/20 \$ 36,913
07/23/19 141,796	11/05/19 3,487	03/17/20 167,577
07/24/19 8,177	11/05/19 5,000	03/17/20 129,440
07/26/19 830	11/13/19 1,927	03/17/20 5,164
07/29/19 11,084	12/04/19 60,418	03/23/20 17,994
07/31/19 117,405	12/06/19 10,000	03/23/20 104,791
07/31/19 158,871	12/06/19 4,300	03/23/20 16,879
08/05/19 40,947	12/06/19 20,374	03/27/20 8,232
08/21/19 77,874	12/06/19 14,548	04/09/20 8,833
09/24/19 15,000	12/06/19 122,145	04/09/20 106,164
09/24/19 12,254	12/06/19 127,619	04/10/20 71,379
09/24/19 129,075	12/06/19 3,376	04/14/20 580
09/24/19 128,014	12/09/19 5,781	04/14/20 26,402
09/24/19 3,376	01/02/20 41,259	04/14/20 17,165
09/30/19 25,633	01/16/20 28,345	04/14/20 143,247
09/30/19 136,329	01/16/20 15,597	04/14/20 3,505
10/16/19 5,000	01/16/20 193,366	05/18/20 11,894
10/16/19 33,966	01/16/20 115,841	05/27/20 8,867
10/16/19 20,842	01/16/20 3,376	05/27/20 877
10/16/19 99,914	01/27/20 4,397	05/27/20 7,138
10/16/19 5,264	01/30/20 13,208	05/27/20 11,391
10/29/19 51,791	02/05/20 49,282	05/27/20 201,221
11/04/19 49,322	02/12/20 154,638	05/27/20 128,899
11/04/19 35,682	02/24/20 8,127	05/27/20 3,376
11/05/19 20,464	02/24/20 25,766	06/03/20 4,166
11/05/19 14,337	02/24/20 15,872	06/15/20 478,621
11/05/19 128,432	02/24/20 3,418	06/16/20 68,068
	02/26/20 54,194	06/26/20 2,723

Less: Federal Monies (2,681,716)

\$ 1,803,605

Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
 For the Year Ended June 30, 2020

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances & Discounts</u>	<u>Bad Debts and Other Charges</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
Client fees	\$ 1,386,938	\$ 3,438,061	\$ (2,732,343)	\$ (1,069,969)	\$ (472,851)	\$ 549,836
Blue Cross/Blue Shield	89,397	785,423	(353,221)	13,970	(442,512)	93,057
Medicaid	1,672,318	43,272,696	(22,747,093)	(421,225)	(20,184,555)	1,592,141
Medicare	355,388	1,040,609	(311,481)	3,270	(734,880)	352,906
Other insurance	553,803	2,060,356	(781,983)	(42,225)	(1,498,726)	291,225
Housing fees	<u>6,080</u>	<u>412,285</u>	<u>(8,727)</u>	<u>(2,190)</u>	<u>(401,266)</u>	<u>6,182</u>
TOTALS	<u>\$ 4,063,924</u>	<u>\$ 51,009,430</u>	<u>\$ (26,934,848)</u>	<u>\$ (1,518,369)</u>	<u>\$ (23,734,790)</u>	<u>\$ 2,885,347</u>

SINGLE AUDIT REPORTS

Riverbend Community Mental Health, Inc.
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 For the Year Ended June 30, 2020

Federal Grantor/Program Title	Pass-Through Entity Number	CFDA Number	Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Passed through the State of New Hampshire, Department of Health and Human Services:			
NH State Opioid Response		93.788	\$ <u>731,517</u>
Medical Assistance Program		93.778	45,136
Medical Assistance Program		93.778	<u>75,098</u>
			<u>120,234</u>
SAMSHA Projects of Regional and National Significance	5H79SM062163-02	93.243	<u>51,791</u>
Projects for Assistance in Transition from Homelessness	95-42-123010-7926	93.150	<u>38,234</u>
Provider Relief Fund		93.498	<u>550,000</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 1,491,776</u>

NOTE A BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Riverbend Community Mental Health, Inc. under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Riverbend Community Mental Health, Inc. it is not intended to and does not present the financial position, changes in net assets, or cash flows of Riverbend Community Mental Health, Inc.

NOTE B SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Riverbend Community Mental Health, Inc., has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 22, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Riverbend Community Mental Health, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Riverbend Community Mental Health, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Kittell, Brannagan + Sargent

St. Albans, Vermont
September 22, 2020



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL
CONTROL OVER COMPLIANCE REQUIRED
BY THE UNIFORM GUIDANCE**

To the Board of Directors of
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Riverbend Community Mental Health, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Riverbend Community Mental Health, Inc.'s major federal programs for the year ended June 30, 2020. Riverbend Community Mental Health, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Riverbend Community Mental Health, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Riverbend Community Mental Health, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Riverbend Community Mental Health, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Riverbend Community Mental Health, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

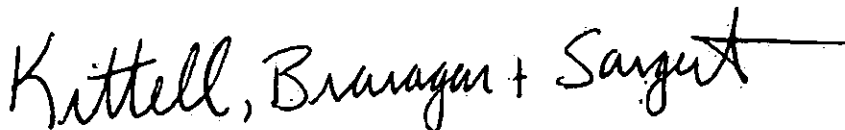
Report on Internal Control Over Compliance

Management of Riverbend Community Mental Health, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Riverbend Community Mental Health, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



St. Albans, Vermont
September 22, 2020

Riverbend Community Mental Health, Inc.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2020

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of Riverbend Community Mental Health, Inc. were prepared in accordance with GAAP.
2. There were no significant deficiencies disclosed during the audit of the financial statements. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Riverbend Community Mental Health, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit. No material weaknesses are reported.
5. The auditor's report on compliance for the major federal award programs for Riverbend Community Mental Health, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings required to be reported in accordance with 2 CFR Section 200.516(a).
7. The programs tested as a major program were:
 - 93.788 - The Doorways - Hub & Spoke Concord
 - 93.788 - Medication Assisted Treatment (Waypoint FKA Child & Fam. Svs.)
8. The threshold used for distinguishing between Types A and B programs was \$750,000.
9. Riverbend Community Mental Health, Inc. was determined to not be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

- There were no findings related to the financial statements audit.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

- There were no findings or questioned costs related to the major federal award programs.

Riverbend Community Mental Health, Inc.

John Barthelmes, Chair
James Doremus, Vice Chair
Andrea Beaudoin, Assistant Secretary
Lisa Madden, President/CEO, <i>Ex Officio</i>
Frank Boucher
Leslie Combs
Christopher Eddy
Kathryn Elvey
Benjamin Hodges
Nicholas Larochelle
Rabbi Robin Nafshi
Bradley Osgood
Glenn Shepherd
James Snodgrass
Carol Sobelson, MS, LICSW
Johane Telgener
Kara Wyman
Robert Steigmeyer, <i>Ex Officio</i>

LISA K. MADDEN, MSW, LICSW

PROFESSIONAL EXPERIENCE

***Riverbend Community Mental Health Center, Inc., Concord, NH, 5/2020 – present
President and Chief Executive Officer***

***Concord Hospital, Concord, NH, 5/2020 – present
Vice President of Behavioral Health***

Chief executive for a full service community mental health center serving the greater Concord community. This position is responsible for the oversight of all clinical, financial, human resource, community advocacy and fundraising operations. Riverbend is a member of the Capital Region Health Care system and the President & CEO sits on the Board of Directors. This Vice President of Behavioral Health at Concord Hospital is a member of the senior leadership team. This position works collaboratively with medical and administrative leadership to advance services for those dealing with mental illness and addiction issues. This position is responsible for the oversight of all professional psychiatric services in the facility. The VP works closely with the nursing leadership to manage the inpatient psychiatric treatment services as well.

Southern New Hampshire Health, Nashua, NH, 7/15 – 5/2020

Associate Vice President of Behavioral Health

Executive Director of Region 3 Integrated Delivery Network

Responsible for the oversight of all behavioral health services within Southern New Hampshire Health system, this includes services at Southern New Hampshire Medical Center (SNHMC) and Foundation Medical Partners (FMP). In addition, serve as the Executive Director of the 1115 DSRIP Integrated Delivery Network (ION) for the Greater Nashua region. Duties for both positions include:

- Member of the Executive Leadership Team for both SNHMC and FMP.
- Oversee the program development, implementation and clinical services in the following departments:
 - Emergency Department
 - Partial Hospital Program (PHP)
 - Intensive Outpatient Program for Substance Use Disorders (IOP)
 - 18 bed inpatient behavioral health unit (BHU)
 - Foundation Counseling and Wellness -outpatient clinical services
 - Foundation Collaborative Care- outpatient psychiatric evaluation and medication management
 - Center for Recovery Management - medication for addiction treatment (MAT)
 - Integrated Behavioral Health in Primary Care Practices
- Responsible for the fiscal management of the above.
- Work closely with medical providers, practice managers and staff to address the needs of people living with mental illness and addictions. Addressing issues related to stigma and supporting their efforts to treat everyone with dignity and respect.
- Represent SNHH in community forums including:
 - New Hampshire Hospital Association Behavioral Health Peer Group

- o New Hampshire Hospital Association Behavioral Health Learning Collaborative
- o Mayor's Suicide Prevention Task Force
- Seek funding for programs from various foundations and organizations.
- Participate in quality reviews and discussions with private insurance companies and state managed care organizations. Discussions include incentive options and program development opportunities for their members.
- Work closely with DHHS leadership to advance clinical treatment options in the community.
- Responsible for the implementation of the 1115 DSRIP waiver in Greater Nashua
 - o SNHMC is the fiscal agent for the demonstration.
 - o Work closely with 30 community partners to achieve the goals of the waiver.
 - o Member of the Workforce Development Policy Subcommittee, focus on legislative opportunities that will assist with addressing the workforce shortage in NH.
 - o Participate in extensive governance process that assures transparency in the distribution of funds to community partners.
 - o Assure the special terms and conditions established by the state are implemented.

Center for Life Management, Derry, NH

Vice President and Chief Operating Officer, 6/05 - 6/15

Responsible for the oversight of efficient operations of outpatient clinical systems of care in accordance with all federal and state requirements.

- Oversee all clinical services for the Community Mental Health Center for Region 10 in New Hampshire. Services include various therapeutic interventions, targeted case management, supported housing, wellness services, integrated care and community support services.
- Increased revenue by over 100% and increased staff by 41%. Responsible for the management of approximately 200 employees under operations.
- Established and maintain clinical service goals and incentive pay for performance system within a financially self-sustaining model of care.
- Provide leadership for extensive program development. Responsible for the implementation and expansion of new or existing programs in response to community needs.
- Responsible for monitoring clinical and administrative costs and revenue generation as well as the submission of the annual program budgets to the President and CEO.
- Collaborate with the Vice President of Quality and Compliance to determine the training needs for clinical and administrative staff.
- Assist the President and CEO in developing short and long range strategic plan including program expansions, business development, facilities and capital usage and/or improvements.
- Responsible for the establishment and maintenance of an integrated care model which allows for seamless access to services within the agency, coordination of services with area healthcare providers, as well as provision of behavioral healthcare consultation services at the physicians offices.
- Assisted in the process of consolidating three sites into one new facility in July 2007. Primary responsibility for the expansion of services in Salem in September 2014.
- Worked closely with the COO of a local hospital to develop and expand a long term contract to provide emergency evaluation services at the hospital and to assist

with disposition to appropriate level of care.

- Worked extensively with Senior Management to prepare for Medicaid Care Management in New Hampshire. Part of the team that established the first in the state per member per month contract with the MCO's inclusive of incentive metrics.

Lisa K Madden, LICSW, LLC

Consultant, 6/04 - 6/105

Independent contractor providing consultation services to a community counseling center and a specialized foster care organization.

Interim Clinic Director, 8/104 - 5/105

Wayside Youth and Family Support, Framingham, MA

Responsible for the turnaround management of a large community counseling center in Framingham. Accomplishments include:

- Reorganized clinical team, supervisory structure and support staff functions
- Implemented necessary performance improvement plans
- Hired staff with significantly increased productivity expectations
- Assisted in the implementation of a new Performance Management and Billing System
- Worked diligently to foster a positive work environment through extensive verbal and written communication; staff involvement in decisions when appropriate; providing direct feedback when necessary; and by providing support. The goal was to foster a positive and cooperative "culture" in the clinic.
- Assisted senior management with budget development.

Clinical Supervisor, 7/104 - 6/105

The Mentor Network, Lawrence MA

- Provide clinical supervision to MSW's seeking independent licensure.
- Provide training and consultation to the staff on such topics as diagnostic evaluations, treatment plans and case presentations.
- Provide group support and trauma debriefing after a critical incident.

The Massachusetts Society for the Prevention of Cruelty to Children (MSPCC)

The Family Counseling Center

Northeast Regional Clinic Director, Lawrence, MA 12/99 - 9/03

Responsible for turnaround management of the clinics in the Northeast Region of MSPCC, specifically the cities of Lawrence, Lynn and Lowell. The clinics had been struggling with staff recruitment and retention, reduced revenue, poor management of contracts, as well as significant problems in the medical records department. Responsibilities included budget development, implementation and accountability. Accomplishments include:

- Grew clinical team from 15 to 32 clinicians in three years.
- Developed Multi-Cultural Treatment Team.
- Increased annual third party revenue by 70%; increased annual contract revenue by 65%.
- Contracts with the Department of Social Services; the Department of Mental Health in conjunction with the Professional Parent Advocacy League; the Department of Education and the Community Partnerships for Children and HeadStart.
- Organized a successful site visit for re-licensure from the Department of Public Health (DPH) as well as the Council on Accreditation (COA).
- Reorganized Medical Records to meet DPH and COA standards; reorganize claims support resulting in increased revenue received for services rendered and significantly reduced write-offs.
- Participated on the HIPAA Task force-assisted in the development and implementation of the federally mandated Health Information Portability and Accountability Act policies and procedures for MSPCC.

Clinic Director, Hyannis, MA 9/95-12/99

Responsible for the turnaround management of a regional clinic serving children and families on Cape Cod. The clinic had experienced over 70% turnover, significant reduction in revenue, and a series of very negative stories in the local media because of the agency's response to the implementation of managed care. Responsible for marketing and public relations; redevelopment of a high quality clinical treatment team; as well as, increasing revenue and program development. Accomplishments include:

- Grew clinical team from 12 to 37 in three years.
- Streamlined intake procedures to increase access to services and reduce wait times.
- Increased annual third party revenue by 80%.
- Developed consultative relationships with two of Cape Cod's most well respected children's services providers.
- Developed first private/public partnership between MSPCC and a private practice to increase the availability of specialty clinical services.
- Developed internship program for Master's level clinician candidates.

***North Essex Community Mental Health Center, (NECMHC, Inc.),
Newburyport/Haverhill, MA***

Employee Assistance Professional, Clinical Social Worker, 9/93-7/95

NECMHC, Inc., Newburyport/Haverhill, MA

Clinical Social Worker - Intern, 5/93-9/93

Worcester Children's Friend Society, Worcester, MA

Clinical Social Worker - Intern, 9/92-4/93

The Jernberg Corporation, Worcester, MA

EAP Case Management Supervisor, 4/90-4/93

EAP Case Manager, 2/89-4/90

***The Carol Schmidt Diagnostic Center and Emergency Shelter, YOU, Inc., Worcester,
MA, 10/85-2/89***

Clinical Counselor I & II

EDUCATION

University of Connecticut, School of Social Work, West Hartford, CT
Masters in Social Work, Casework/Administration, August 1993

Clark University, Worcester, MA

Bachelor of Arts, Government/Human Services, May 1985

PROFESSIONAL LICENSE

Licensed Independent Clinical Social Worker, MA # 1026094

TEACHING and PUBLICATION

Mental Health Management, New England College, Graduate School
Summer 2007

Madden, Lisa K., 2009. Targeted Case Management Implementation at the Center for Life Management, Compliance Watch, volume 2, issue 3, p. 8-10.

References available upon request

Chris Mumford

Experience

2017-present

Riverbend Community Mental Health Center

Concord, NH

Chief Operating Officer

- Responsible for all administrative aspects within service programs including budget development and management, program planning, working with the Community Affairs Office to develop revenue streams, reporting to funders, and resource deployment.
- Works with program management to insure adequate staff resources by promoting a work environment in which staff are supported, offered rich career development opportunities, and held accountable for performance.
- Develop, monitor, and oversee Riverbend facilities, in conjunction with the Chief Financial Officer, to provide adequate, safe space for clients and staff.
- Work with Chief Financial Officer to develop and oversee a strategic plan for Riverbend facilities.
- Develop, monitor, and oversee Riverbend technology to provide efficient service delivery, documentation, and revenue generation.
- Maintain agency credibility in the community through strong working relationships with other area agencies, working with development and public relations staff to feature positive agency profile, and preparing reports to monitor efficiency and effectiveness of services for internal and external stakeholders.
- Oversee creation of policies and procedures for existing/future services.
- Establish and maintain relationships with insurers and managed care companies as needed.
- Attend agency, community and State meetings to represent Riverbend.
- Update and maintain professional knowledge and skills by attending relevant workshops and trainings, actively reviewing professional literature and seeking ongoing supervision and peer discussion.
- Work with the Bureau of Behavioral Health to implement Bureau directives and programming to meet Bureau expectations.
- Communicate agency values to staff and provide positive leadership to help staff view change as an opportunity.
- Engage in strategic and tactical planning to identify and maximize opportunities to meet community need.
- Maintain positive working relationships with colleagues, direct reports, and others within Riverbend and in the community.
- Act, along with CFO, as CEO in his/her absence.
- Work effectively with other members of senior management and share in coverage of management and clinical responsibilities.

2013-present

Riverbend Community Mental Health Center

Concord, NH

CSP Program Director

- Provides leadership for program of ~1200 adults with severe and persistent mental illness.
- Direct Supervision for 12 Managers overseeing a program of 80+ staff.
- Assures quality of clinical services of the program.
- Clinical Program development including integrated primary care, therapeutic evidenced-based practices, issues of engagement, and Trauma-informed service delivery.
- Manages program operations to optimize efficient service delivery including policy development.
- Manages resources to obtain positive financial outcomes including budget development.
- Actively engages in collaboration, teamwork, and relationship building to optimize the quality of services, program and agency effectiveness, and employee job satisfaction.

- Collaboration with other program directors to assure positive and effective program interface.
- Works with senior management to assure program needs are met with regard to personnel, IT, space, and financial resources.
- Establishes and maintains strong working relationships with 5 West, NHH, NFI, NH State Prison, MCHOC, and BBH.
- Assures compliance with documentation and other quality assurance requirements.
- Oversees requirements of State law, rules and regulations including the implementation of the Community Mental Health Agreement as it relates to the program.
- Consultation and education across the agency regarding the Adult Needs & Strengths Assessment, Supported Employment, ACT, DBT, and IMR.
- Member of Agency Committees: Clinical Records, Evidence-based practices, Investment and Quality Council.
- Key participant in the program move to the West Street location including needs assessment, design and coordination of the move.
- Ongoing development and training around working with Borderline Personality Disorder.
- Agency trainer for Adult Eligibility Determinations.

2009-2013

Riverbend Community Mental Health Center

Concord, NH

Clinical Team Leader

- Provided clinical and administrative supervision to 7 Adult Clinicians.
- Provided licensure supervision to clinicians from other programs.
- Developed and provided staff training on the topics of Borderline Personality Disorder (BPD) and Dialectical Behavioral Therapy (DBT).
- Managed referrals for individual and group psychotherapy at CSP.
- Managed the intake schedule for CSP.
- Reviewed all forensic referrals to the CSP program and authorizing admission to CSP intake.
- Served as interim NHH liaison and back-up to the NHH liaison.
- Assured program adherence to HeM 401 regarding intakes and eligibility.
- Provided individual psychotherapy to a caseload of up to 20.
- Exceeded benchmark by over 275 hours since 2009 averaging more than 15 hours over per quarter.
- Served on the Clinical Records Committee.
- Coordinated internship opportunities at CSP.
- Trained as a trainer for the Adult Needs and Strengths Assessment (ANSA) tool in 2011.

2003-2009

Riverbend Community Mental Health Center

Concord, NH

Adult Clinician I, II, & III

- Provided individual and group psychotherapy for adults suffering with Severe and Persistent Mental Illness.
- Completed weekly assessments for State-supported services (eligibility determinations).
- Provided linkage to outside resources for those CSP applicants determined not eligible for CSP.
- Worked closely with interdisciplinary team.
- Co-led DBT Skills group for over 5 years.
- Proficiency with Dialectical Behavioral Therapy.
- Developed and provided staff training sessions for DBT.
- Developed and facilitated a Men's Anger Management Group.
- Developed and facilitated a Social Skills Group for adults with psychotic disorders.
- Provided short-term and solutions-focused individual psychotherapy with the privately insured client population (those not eligible for CSP) at Riverbend Counseling Associates part-time for about 18 months.

2002-2003

Riverbend Community Mental Health Center

Concord, NH

Residential Psychiatric Rehabilitation Specialist

- Provided Mental Illness Management Services (MIMS) to adults with severe mental illness living in supported housing.
 - Medication support services
-

2002-2003

New Hampshire Hospital

Concord, NH

Psychiatric Social Worker *Internship*

- Initial assessments on an admission unit.
 - Discharge coordination with numerous community agencies.
-

2001-2002

Carroll County Mental Health
Center

Wolfeboro, NH

Adult Clinician *Internship*

- Individual psychotherapy with adults living with severe mental illness.
 - Emergency Services assessment, intervention, and linkage.
 - Facilitated voluntary and involuntary psychiatric hospitalizations.
- Participation in DBT Skills group
-

Education

2001-2003

University of New Hampshire

Durham, NH

Master of Social Work

- Magna Cum Laude
-

1994-1998

University of New Hampshire

Durham, NH

Bachelor of Arts in Psychology

- Cum Laude
-

Licensure

Licensed Independent Clinical Social Worker

- March 17, 2007
- License #1367
- Provision of licensure supervision since 2007.

References

References are available on request.

Jennifer Griffey

Chief Financial Officer

Growth-focused executive with 15 years proven success in all aspects of hospital financial operations, displaying strong leadership and fiscal responsibility even in times of crisis. Drive improvements in budgeting, analytics, financing, and audits. Data-based decision maker with deep understanding of healthcare industry including legal aspects. Strong problem-solving leader who builds rapport and trust with high-performing teams, communicates effectively, achieves consensus among key stakeholders, and directs organizations to success.

Areas of Expertise

- Financial Operations
- Budget Control
- Leadership | Operations
- Contract Negotiations
- Business Strategy
- Performance Improvement
- Controller / GAAP
- ERPs
- Risk Management
- Long-range Financing
- Regulatory Compliance
- Rural/Safety Net Health Systems

Career Accomplishments

Financed \$14M radiology department renovation, \$13M primary care facility acquisition, and \$1.2M pharmacy infusion project.

Revamped patient financial services, reducing days in AR by 10, increasing clean claims rate by 25%, and increasing cash collections by 15% through audit, employee training initiatives, and new software.

Reduced operating expenses by 15% with improved contract negotiation, reducing unnecessary service subscriptions and streamlining inefficient departments.

Maximized cash availability and met all cash obligations to avoid insolvency during COVID 19 and Chapter 11 by limiting non-essential expenses and projects, crafting innovative employee schedules to limit force reduction, and utilizing alternative service lines such as telehealth.

Professional Experience

Chief Finance Officer

Riverbend Community Mental Health Center

2020 to Present

Direct fiscal management of a private, nonprofit community mental health center with 24/7 emergency mobile crisis, addiction counseling, residential programs, counseling services and a \$35M annual operating budget.. Key member of the executive team collaborating with the Board of Directors; Senior Management Team and outside stakeholders on key financial issues to ensure financial stability and growth. Oversees the preparation of key statistical and financial reports for submission to major funding sources, regulatory bodies, managed care companies and internal stakeholders. Oversees critical business functions such as A/R, reimbursement rates, internal financial reporting, annual budget, cash management, insurance and acquisition/financing of real estate to meet programmatic needs.

...continued...

Jennifer Griffey

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Key Accomplishments:

- Maintained a strong budget and financial plan, achieving support of board and senior leaders, ensuring financial stability during the time of COVID19.
- Negotiated and renewed annual liability insurance with a minimal increase to the annual premium..
- Fostered collaborative environment, providing financial expertise to department managers.

Chief Finance and Operations Officer

Calais Regional Hospital, Calais, Maine

2019 to 2020

Direct fiscal management and operations of 25-bed critical access hospital with Rural Health Clinic and Home Health Divisions and \$25M annual budget. Key member of the executive team, collaborating with administration, managers, medical staff, Board of Trustees, outside auditors, financial institutions, and third-party suppliers. Lead operating and capital budgets, maintain funds, expenditures, and business activities, and create strategic plans while complying with regulations. Present information to the Board, managers, auditors, and public. Subject matter expert on several committees to improve hospital direction and functioning.

Key Accomplishments:

- Recruited for role due to unique combination of finance and legal expertise.
- Created a strong budget and financial plan, achieving support of board and senior leaders, establishing financial viability for Chapter 11 bankruptcy exit.
- Negotiated essential vendor contracts to ensure continuity of service during bankruptcy transition.
- Fostered collaborative environment, providing financial expertise to department managers.
- Reduced days in AR from 50 to 40 with effective fiscal policies and procedures, finding weaknesses in revenue cycle, increasing patient service cash collection, and reducing claims denial.

Hospital Controller

Natividad Medical Center, Salinas, CA

2015 to 2019

Led financial operations and internal controls of 173-bed safety net hospital with Level 2 Trauma Center funded through CA 1115 Medicaid Waiver with annual budget of \$275M. Oversaw department directors, creating financial plans to increase revenue, contain costs, and meet budget goals. Analyzed revenue trends, service lines, payor mix, and operational statistics, recommending strategic actions for improvements. Produced accurate, timely, and complete financial reports, including balance sheet reconciliation, annual cost report, quarterly OSHPD report, and audits. Maintained comprehensive internal controls to mitigate risk and ensure compliance with GAAP and GASB. Established long range financial plan and annual operating and capital budgets.

Key Accomplishments:

- Implemented financial reporting dashboard providing real time access to financial data and improving decision making and annual budget process.
- Cut AP days outstanding from 30 to 15 by streamlining workflow and establishing KPIs.

Jennifer Griffey

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- Managed A/R aging days, ensuring collections met cash needs, monitoring payor contracts and chargemaster data, and reducing repayments due to inaccurate reimbursement.
- Added key information during union labor negotiations, modeling pay/benefit scenarios, and determining financial feasibility of various proposals.
- Reduced month end close days from 25 to 5 by revamping close process and training team on best practices.

Earlier Professional Highlights

Assistant Controller | Accounting Manager

Central California Alliance for Health, Scotts Valley, CA

- Managed financial operations of Medi-Cal Health Plan with \$50M operating budget for three counties including month end close, accounts payable, payroll, and annual audits.
- Reduced month end close days from 15 to 5 by automating key reports and journal entries.
- Implemented 1095 reporting requirements under ACA.

Education and Credentials

Master of Science in Accounting, Southern New Hampshire University, Hooksett, NH

Juris Doctor, Lincoln Law School, San Jose, CA

Bachelor of Arts in History, Brigham Young University, Provo, UT

Heather Gaylord

LCMHC

Concord, NH 03301

tolsonh@gmail.com

603-289-3780

Proficient in Microsoft Office and Electronic Medical Record (EMR) maintenance
Experienced in providing supervision, program management, and program development
Experienced in petitioning guardianship, conditional discharges, and court procedure

Work Experience

Director of Psychiatric Emergency Services

Riverbend Community Mental Health - Concord, NH

July 2021 to Present

- Provides administrative and clinical oversight of PES programs
- Provides direct supervision to PES management
- Coordinates the development of policy and procedure
- Manages department budget, hiring, onboarding and training
- Develops and maintains partnerships with internal and external stakeholders
- Works collaboratively with BMHS and NHCBA on the provision of MH services in NH

BH-CTC Clinical Manager

Riverbend Mental Health Center - Behavioral Health Crisis Treatment Center - Concord, NH

December 2019 to Present

- Provided direct supervision to BH-CTC staff
- Developed relationships with community partners and stakeholders
- Coordinated development of BH-CTC policy and procedure
- Worked collaboratively with BMHS to ensure the integrity of BH-CTC contract
- Assisted with program budget, hiring, onboarding, and training staff
- Provided administrative and clinical management support to greater PES programs

BH-CTC Interim Clinical Manager

Riverbend Mental Health Center - Behavioral Health Crisis Treatment Center - Concord, NH

November 2019 to December 2019

BH-CTC Clinician

Riverbend Mental Health Center - Behavioral Health Crisis Treatment Center - Concord, NH

April 2019 to November 2019

- Completed mental health assessments for clients in psychiatric crisis
- Utilized biopsychosocial assessments and diagnostic inventories to determine LOC and referral
- Worked with stakeholders and community partners to ameliorate crisis
- Provided brief solution focused therapy to individuals awaiting long-term referral connection

Emergency Service Clinician

Lakes Region Mental Health Center - PES - Laconia, NH

January 2018 to April 2019

- Conducted emergent mental health evaluations for 3 hospital EDs (LRGH, FRH, SMH)
- Coordinated admission to voluntary and involuntary DRFs
- Conducted and coordinated IEAs, CDRs, and insurance authorizations
- Provided follow-up stabilization appointments
- Managed agency's crisis phone line and coordinated care with local providers

Clinical Coordinator, Hospital Liaison, & Therapist

Lakes Region Mental Health Center - ACT - Laconia, NH
October 2016 to January 2018

- Provided supervision and oversight of the Assertive Community Treatment Team
- Developed relationships with community partners and stakeholders
- Engaged in implementation and development meetings with CMHC network and BMHS
- Provided clinical and administrative support to the Community Support Program
- Participated in hiring, onboarding, and training staff
- Ensured program and agency compliance with HeMs, RSAs, and fidelity
- Coordinated client care between the CMHC and psychiatric inpatient hospitals
- Petitioned and monitored need for guardianship working closely with CMHC lawyer
- Petitioned, renewed, and monitored conditional discharges for Community Support Program
- Coordinated residential placement needs
- Provided direct therapy to a small caseload

Facilitator & Therapist

Lakes Region Mental Health Center - ACT - Laconia, NH
April 2015 to October 2016

- Provided supervision and oversight of the Assertive Community Treatment Team
- Developed relationships with community partners and stakeholders
- Engaged in implementation and development meetings with CMHC network and BMHS
- Participated in hiring, onboarding, and training staff
- Ensured program compliance with HeMs, RSAs and fidelity
- Petitioned, renewed; and monitored conditional discharges for ACT
- Provided therapy to a small caseload

Therapist

Lakes Region Mental Health Center - CSP - Laconia, NH
January 2015 to April 2015

- Completed clinical intakes for the Adult Service Program
- Provided individual therapy for a large caseload of 70 SMI/SPMI clients
- Completed individual service plans and quarterly reviews
- Maintained communication with psychiatric and community providers
- Managed ACT Data and program implementation in absence of coordinator

ACT -Functional Support Specialist

Lakes Region Mental Health Center - ACT - Laconia, NH
October 2013 to January 2015

- Provided 1:1 community supports to SMI/SPMI Assertive Community Treatment clients
- Provided community case management

Adolescent Substance Abuse Intern

Child & Family Services - Manchester, NH
July 2013 to July 2014

Processed client intakes & assessments (GAIN)
Co-facilitated/facilitated daily groups
Provided clinical therapy
Maintained communication with JPPOs

Team Leader

Work Opportunities Unlimited - Manchester, NH
March 2013 to October 2013

Provided daily supervision of front-line staff
Maintained up-to-date client files per company & state standards
Worked collaboratively with case managers, guardians, and clients to wrap services

Team Leader in Training

Work Opportunities Unlimited - Manchester, NH
November 2012 to March 2013

Career Resource Specialist

Work Opportunities Unlimited - Manchester, NH
April 2012 to November 2012

Provided community based employment specialist supports for adults with developmental disabilities

Education

Masters of Science in Mental Health Counseling

New England College
December 2014

Skills

- Management
- Scheduling
- Crisis Intervention
- Meeting Facilitation
- Case Management
- Group Therapy
- Individual / Group Counseling
- Motivational Interviewing
- Mental Health Counseling
- Medical Records

Riverbend Community Mental Health, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa K. Madden	President & CEO	\$200,000	0%	\$0.00
Christopher Mumford	COO	\$130,000	0%	\$0.00
Jennifer Griffey	CFO	\$140,000	0%	\$0.00
Heather Gaylord	Director, Psychiatric Emergency Services	\$80,000	0%	\$0.00



Lori A. Shibliette
Commissioner

Katja S. Fox
Director

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

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

June 24, 2020

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

INFORMATIONAL ITEM

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

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

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

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

EXPLANATION

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

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

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

The Department will monitor contracted services by:

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

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

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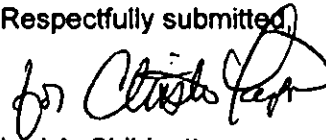
- **Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.**

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

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,



**Lori A. Shibinette
Commissioner**

Subject: Rapid Response (SS-2020-DBH-07-RAPID-04)



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

I. 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 Riverbend Community Mental Health, Inc.		1.4 Contractor Address 3 N. State St. PO Box 2032 Concord, NH 03301	
1.5 Contractor Phone Number (603) 226-7505	1.6 Account Number 05-095-092-922010- 19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation \$173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/12/20		1.12 Name and Title of Contractor Signatory Lisa K. Madden President & CEO	
1.13 State Agency Signature  Date: 6.12.20		1.14 Name and Title of State Agency Signatory Lori Weaver, Deputy Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/16/20			
1.17 Approval by the Governor and Executive Council (if applicable) O&C Item number: _____ O&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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Date 6/12/20

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 entitlements 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

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Date 6/12/20

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.

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Four (4).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.

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Rapid Response**



EXHIBIT B

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

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

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

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Rapid Response**



EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Four (4), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

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

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EXHIBIT B

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

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

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

3. Performance Measures and Data Reporting

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

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

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

4. Exhibits Incorporated

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

5. Additional Terms

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

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

6. Records

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

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

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



EXHIBIT C

Payment Terms

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

BUDGET	
Line Item	Amount Amount
Staffing	\$113,500
Fringe and Benefits	\$ 34,050
Personal Protective Equipment, Supplies, Technology, and Training	\$ 6,400
Data Collection	\$ 4,500
Indirect Costs on Clinical Services	\$ 15,295
Indirect Costs on Data Collection	\$ 450
Total	\$173,195

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

Riverbend Community Mental Health, Inc.

Exhibit C

Contractor Initials UKA

99-2020-06H-07-RAPID-04

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Date 6/12/20

Rev. 01/06/19

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



EXHIBIT C

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

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

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



EXHIBIT C

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

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



EXHIBIT C

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

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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: Riverbend Community Mental Health, Inc.

Lisa K. Madden
 Name: Lisa K. madden
 Title: president & CEO

6/12/20
Date

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Riverbend Community Mental Health, Inc.

6/12/20
Date

Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

New Hampshire Department of Health and Human Services
Exhibit F



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

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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

Exhibit F - Certification Regarding Debarment, Suspension
And Other Responsibility Matters

Vendor Initials LKA

Date 6/2/20

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Riverbend Community Mental Health, Inc.

6/12/20
Date

Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13569, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Vendor Initials LKM

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Riverbend community
Vendor Name: Mental Health, Inc.

6/12/20
Date

Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

Exhibit G

Vendor Initials LM

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Riverbend Community
Mental Health, Inc.

6/12/20
Date

Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Contractor Initials LKM

Date 6/12/20

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Contractor Initials LKA

Date 6/12/20

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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Contractor Initials LEA

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I

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

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

Department of Health and Human Services
The State

Lori Weaver
Signature of Authorized Representative

Lori Weaver
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

6.12.2020
Date

Riverbend Community Mental Health, Inc.

Name of the Contractor
Lion K. Madden
Signature of Authorized Representative

Lion K. Madden
Name of Authorized Representative

President & CEO
Title of Authorized Representative

6/12/20
Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name: Riverbend Community Mental Health, Inc.

Loek Madden
Name: Loek K. Madden
Title: President & CEO

6/12/20
Date

Contractor Initials LM
Date 6/12/20

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081209915
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. **Data Security Breach Liability.** In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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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

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Exhibit K

DHHS Information Security Requirements



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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Family Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020 (Informational Item T), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions To Standard Contract Provisions Section 1., Revisions to Form P-37, Subsection 1.2., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
May 31, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$346,390.
3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:
3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

Original Budget	
Line Item	Amount
Staffing	\$113,500
Fringe Benefits	\$34,050
Personal Protective Equipment, Supplies, Technology and Training	\$5,400
Data Collection	\$ 4,500
Indirect Costs on Clinical Services	\$15,295
Indirect Costs on Data Collection	\$450
Total	\$173,195

Supplemental Budget	
Line Item	Amount
Staffing	\$113,500
Fringe Benefits	\$34,050
Personal Protective Equipment, Supplies, Technology and Training	\$5,400
Data Collection	\$4,500
Indirect Costs on Clinical Services	\$15,295
Indirect Costs on Data Collection	\$450
Total	\$173,195

4. Modify Exhibit C, Payment Terms, Section 4, to read:

4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
- 4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.2 Ensure timesheets and/or time cards support the hours employees worked for wages reported under this contract, pursuant to 45 CFR Part 75.430(i)(1) Charges to Federal, which indicates awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.3 Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4 Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/30/2021

Date

DocuSigned by:
Katja Fox
ED905804CA3442

Name: Katja Fox
Title: Director

7/30/2021

Date

Monadnock Family Services
DocuSigned by:
Paul Wyzik
613F0266337407

Name: Paul Wyzik
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/30/2021

Date

DocuSigned by:
Takhmina Rakhmatova
Name: Takhmina Rakhmatova
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

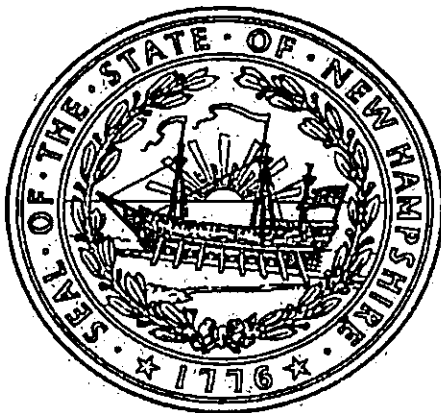
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62930

Certificate Number: 0005337887



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Brian Donovan, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Monadnock Family Services
(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 27, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

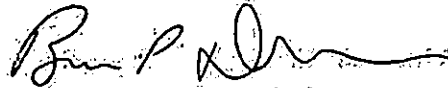
VOTED: That Philip Wyzik, CEO & Gigi Pratt, CFO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Monadnock Family Services to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: July 30, 2021



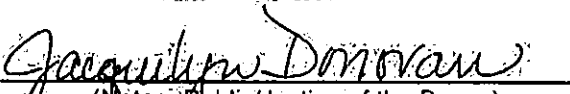
Signature of Elected Officer
Name: Brian Donovan
Title: Board Chair

STATE OF NEW HAMPSHIRE

County of Cheshire

The foregoing instrument was acknowledged before me this 30th day of July, 2021.

By Brian Donovan, Board Chair
(Name of Elected Clerk/Secretary/Officer of the Agency)


(Notary Public/Justice of the Peace)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of New Hampshire 309 Daniel Webster Highway Merrimack NH 03054	CONTACT NAME: Patricia LeBlanc PHONE (A/C, No, Ext): (603) 424-9901 FAX (A/C, No): (866) 848-1223 E-MAIL ADDRESS: pleblanc@bbnhins.com														
INSURED Monadnock Family Services 64 Main Street Keene NH 03431	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Massachusetts Bay Insurance Company</td> <td style="text-align: center;">22306</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit Insurance Company</td> <td style="text-align: center;">41840</td> </tr> <tr> <td>INSURER C: The Hanover Insurance Company</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER D: Technology Insurance Company, Inc.</td> <td style="text-align: center;">42376</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Massachusetts Bay Insurance Company	22306	INSURER B: Allmerica Financial Benefit Insurance Company	41840	INSURER C: The Hanover Insurance Company	22292	INSURER D: Technology Insurance Company, Inc.	42376	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 20-21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		Y	ZDV D360398-03	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AWV D360674-03	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV D360401-03	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	TWC3900815	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER 3A State: NH E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Human Services Professional Liability			ZDV D360398-03	09/01/2020	09/01/2021	Each Claim 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: Certificate holder is an additional insured when required by written contract. Employees & Volunteers are an additional insured. All licensed staff, clinicians, except for doctors/psychiatrists are covered under the Monadnock Family Services policies while employed at Monadnock Family Service. This Professional Liability provides Contingent Coverage for Monadnock Family Services for "actions of the doctor/psychiatrist" named in the suit. Primary coverage for the doctor/psychiatrist is not provided however is verified to be elsewhere.

CERTIFICATE HOLDER

State of NH Dept of Health and Human Services
 129 Pleasant Street

 Concord NH 03301

CANCELLATION

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



Our Mission:

Our mission is to be a source of health and hope for people and the communities in which they live, particularly as it pertains to mental illness. We create services that heal, education that transforms, and advocacy that brings a just society for everyone.

Our Vision:

We see a community in which the needs of our clients are met through understanding and skillful providers, supportive and accessible services, and a rich array of opportunities for growth.

Our Service Standard:

All our interactions with clients, customers, stakeholders and each other are at the same level of quality and professionalism we expect from health care providers treating ourselves or our family members. This is our standard for quality.

Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**FOR THE YEARS ENDED
JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

MONADNOCK FAMILY SERVICES, INC.

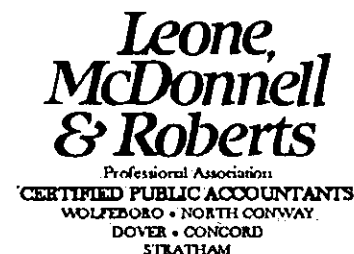
JUNE 30, 2019 AND 2018

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Statements of Financial Position	3
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Statements of Cash Flows	5
Statement of Functional Expenses	6 - 8
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SUPPLEMENTARY INFORMATION

Schedule of Functional Revenues	18 - 20
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To the Board of Directors of
Monadnock Family Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Monadnock Family Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2019 and 2018, and the related statements of cash flows, and the notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2019.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services, Inc. as of June 30, 2019 and 2018, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2019 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Monadnock Family Services, Inc.'s June 30, 2018 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 5, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 18 - 20 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Lene, McDonald & Roberts
Professional Association*

October 31, 2019
Wolfeboro, New Hampshire

MONADNOCK FAMILY SERVICES, INC.**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018****ASSETS**

	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash and equivalents	\$ 1,129,329	\$ 1,253,641
Accounts receivable:		
Client fees	309,150	190,060
Medicaid and Medicare	266,341	259,762
Insurance	84,409	60,994
Other	344,184	113,609
Allowance for doubtful accounts	(385,497)	(267,102)
Prepaid expenses	<u>103,587</u>	<u>57,163</u>
Total current assets	<u>1,851,503</u>	<u>1,668,127</u>
PROPERTY		
Furniture, fixtures and equipment	465,669	475,199
Vehicles	194,863	183,790
Building and leasehold improvements	<u>131,596</u>	<u>159,459</u>
Total	792,128	818,448
Less accumulated depreciation	<u>535,393</u>	<u>661,425</u>
Property, net	<u>256,735</u>	<u>157,023</u>
OTHER ASSETS		
Interest in net assets of Foundation	<u>1,029,832</u>	<u>828,482</u>
Total other assets	<u>1,029,832</u>	<u>828,482</u>
Total assets	<u>\$ 3,138,070</u>	<u>\$ 2,653,632</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 163,631	\$ 69,235
Accrued salaries, wages, and related expenses	381,710	338,323
Refundable advance	320,093	461,097
Other current liabilities	65,875	65,521
Due to affiliates	<u>552,139</u>	<u>187,225</u>
Total liabilities	<u>1,483,448</u>	<u>1,121,401</u>
NET ASSETS		
Without donor restrictions	1,399,625	1,246,014
With donor restrictions	<u>254,997</u>	<u>286,217</u>
Total net assets	<u>1,654,622</u>	<u>1,532,231</u>
Total liabilities and net assets	<u>\$ 3,138,070</u>	<u>\$ 2,653,632</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.**STATEMENT OF ACTIVITIES****FOR THE YEAR ENDED JUNE 30, 2019 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor</u> <u>Restrictions</u>	<u>With Donor</u> <u>Restrictions</u>	<u>2019</u> <u>Total</u>	<u>2018</u> <u>Total</u>
CHANGES IN NET ASSETS				
Public support and revenue				
Program service fees	\$ 9,160,937	\$ -	\$ 9,160,937	\$ 8,447,297
Other public support	570,423	-	570,423	38,490
Federal funding	561,592	-	561,592	679,095
Donations	299,902	-	299,902	251,949
United Way	208,012	-	208,012	191,208
Local/County government	182,439	-	182,439	197,247
Program sales	87,739	-	87,739	72,424
Rental income	2,338	-	2,338	2,807
Net gain on beneficial interest in Foundation	186,638	14,712	201,350	194,494
Other income	<u>72,251</u>	<u>-</u>	<u>72,251</u>	<u>9,055</u>
	11,332,271	- 14,712	11,346,983	10,084,066
Net assets released from restriction	<u>45,932</u>	<u>(45,932)</u>	<u>-</u>	<u>-</u>
Total public support and revenue	<u>11,378,203</u>	<u>(31,220)</u>	<u>11,346,983</u>	<u>10,084,066</u>
Expenses				
Program services				
Children & adolescents	2,578,426	-	2,578,426	2,186,563
Multi-service team	1,767,386	-	1,767,386	1,507,656
ACT team	883,226	-	883,226	858,393
Maintenance	862,688	-	862,688	699,037
Other non-BBH	769,447	-	769,447	764,141
Emergency services/assessment	734,862	-	734,862	704,342
Older adult services	478,031	-	478,031	431,845
Community residence	462,577	-	462,577	439,231
Intake	269,475	-	269,475	262,311
Supportive living	176,066	-	176,066	174,787
Vocational services	169,095	-	169,095	116,884
Non-eligibles	163,183	-	163,183	148,998
Restorative partial hospital	38,151	-	38,151	52,123
Community education & training	10,276	-	10,276	56,446
Supporting activities				
Administration	<u>1,861,703</u>	<u>-</u>	<u>1,861,703</u>	<u>1,415,066</u>
Total expenses	<u>11,224,592</u>	<u>-</u>	<u>11,224,592</u>	<u>9,817,823</u>
CHANGES IN NET ASSETS	153,611	(31,220)	122,391	266,243
NET ASSETS, BEGINNING OF YEAR	<u>1,246,014</u>	<u>286,217</u>	<u>1,532,231</u>	<u>1,265,988</u>
NET ASSETS, END OF YEAR	<u>\$ 1,399,625</u>	<u>\$ 254,997</u>	<u>\$ 1,654,622</u>	<u>\$ 1,532,231</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.**STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 122,391	\$ 266,243
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	43,367	66,140
Change in allowance for doubtful accounts	118,395	(64,322)
Gain on beneficial interest in Foundation	(201,350)	(194,494)
(Increase) decrease in assets:		
Accounts receivable	(379,659)	(520)
Prepaid expenses	(46,424)	7,880
Increase (decrease) in liabilities:		
Accounts payable	94,396	(34,212)
Accrued salaries, wages and related expenses	43,387	34,113
Refundable advance	(141,004)	(111,714)
Other current liabilities	354	46,070
	<u>(346,147)</u>	<u>15,184</u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Increase in due to affiliates, net	364,914	48,753
Property and equipment additions	<u>(143,079)</u>	<u>(45,148)</u>
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>221,835</u>	<u>3,605</u>
NET (DECREASE) INCREASE IN CASH AND EQUIVALENTS	(124,312)	18,789
CASH AND EQUIVALENTS, BEGINNING OF YEAR	<u>1,253,641</u>	<u>1,234,852</u>
CASH AND EQUIVALENTS, END OF YEAR	<u>\$ 1,129,329</u>	<u>\$ 1,253,641</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	<u>\$ 987</u>	<u>\$ 422</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children & Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
PERSONNEL COSTS						
Salaries and wages	\$ 609,755	\$ 1,657,246	\$ 331,607	\$ 173,181	\$ 512,790	\$ 27,931
Employee benefits	105,198	408,429	60,659	44,477	104,744	5,591
Payroll taxes	44,876	121,249	24,070	13,146	37,525	2,028
PROFESSIONAL FEES						
Substitute staff	250	8,299	-	-	233	-
Audit fees	2,401	7,757	1,440	1,190	2,014	151
Legal fees	1,287	6,621	1,179	103	349	110
Other professional fees	154	38,695	-	-	-	20
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	26	932	10	13	8	-
In-service training	-	-	-	-	-	-
Conferences and conventions	3,592	6,623	931	236	2,157	-
Other staff development	1,007	1,409	256	191	294	-
OCCUPANCY COSTS						
Rent	45,311	145,252	20,495	16,656	32,015	32
Heating costs	-	-	-	-	-	-
Repairs and maintenance	391	275	190	135	279	3
Other occupancy costs	6,847	21,524	3,089	2,805	4,771	111
CONSUMABLE SUPPLIES						
Office supplies and equipment	5,641	7,523	1,241	1,436	2,046	109
Building and household	1,356	1,907	422	421	587	115
Educational and training	12	-	-	-	-	-
Food	228	7,028	528	242	135	-
Medical supplies	208	409	6,222	5	272	54
Other consumable supplies	12,570	37,008	7,023	5,797	10,588	706
DEPRECIATION	134	280	87	72	130	-
EQUIPMENT RENTAL	1,783	7,901	621	1,986	-	-
EQUIPMENT MAINTENANCE	762	2,289	454	399	622	30
ADVERTISING	351	653	218	42	72	5
PRINTING	271	477	105	102	151	46
TELEPHONE	7,974	25,035	5,105	3,994	10,214	657
POSTAGE	1,078	2,944	338	241	522	9
TRANSPORTATION						
Staff	1,775	34,785	7,594	200	5,875	137
Clients	19	-	158	-	35	-
ASSISTANCE TO INDIVIDUALS						
Client services	141	6,241	3	2	90	-
INSURANCE						
Malpractice and bonding	3,271	6,624	1,574	410	2,973	52
Vehicles	-	-	-	-	-	-
Comprehensive property and liability	4,019	12,986	2,412	1,993	3,371	254
MEMBERSHIP DUES	-	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	-	25	-	-	-	-
TOTAL FUNCTIONAL EXPENSES	\$ 862,688	\$ 2,578,426	\$ 478,031	\$ 269,475	\$ 734,862	\$ 38,151

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Vocational Services</u>	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>
PERSONNEL COSTS						
Salaries and wages	\$ 104,837	\$ 105,378	\$ 1,112,376	\$ 586,748	\$ 308,207	\$ 6,446
Employee benefits	27,945	28,751	259,007	90,840	67,432	2,415
Payroll taxes	7,581	7,753	81,321	41,949	23,019	438
PROFESSIONAL FEES						
Substitute staff	50	-	1,041	2	36	164,890
Audit fees	276	500	5,371	3,340	1,558	28
Legal fees	174	224	3,439	2,051	973	837
Other professional fees	-	-	72,266	-	-	-
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	1	6	426	103	277	2
In-service training	-	-	-	-	-	-
Conferences and conventions	1,577	1,054	12,813	1,472	174	1
Other staff development	50	417	879	173	285	-
OCCUPANCY COSTS						
Rent	17,999	8,908	58,486	73,936	7,982	362
Heating costs	-	-	-	-	-	-
Repairs and maintenance	19	58	363	456	1,192	2
Other occupancy costs	689	1,154	9,264	10,762	231	71
CONSUMABLE SUPPLIES						
Office supplies and equipment	249	195	7,875	2,438	1,361	36
Building and household	70	146	1,511	981	3,637	10
Educational and training	-	48	-	-	-	-
Food	196	66	2,461	708	22,919	2
Medical supplies	41	2	639	766	686	-
Other consumable supplies	1,470	2,532	28,127	16,259	7,548	177
DEPRECIATION	8	24	134	212	1,353	1
EQUIPMENT RENTAL	-	878	3,620	-	-	-
EQUIPMENT MAINTENANCE	65	169	1,364	1,024	501	6
ADVERTISING	11	336	545	457	60	4
PRINTING	18	51	484	233	36	15
TELEPHONE	2,067	1,579	27,319	15,999	7,370	112
POSTAGE	44	137	1,439	877	189	91
TRANSPORTATION						
Staff	2,471	1,707	35,457	12,858	593	63
Clients	-	-	205	1,560	266	-
ASSISTANCE TO INDIVIDUALS						
Client services	141	-	20,136	10,231	8	-
INSURANCE						
Malpractice and bonding	583	172	9,213	1,165	884	10
Vehicles	-	-	213	-	1,192	-
Comprehensive property and liability	463	836	8,992	5,591	2,608	47
MEMBERSHIP DUES	-	102	150	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	-	-	450	35	-	-
TOTAL FUNCTIONAL EXPENSES	<u>\$ 169,095</u>	<u>\$ 163,183</u>	<u>\$ 1,767,386</u>	<u>\$ 883,226</u>	<u>\$ 462,577</u>	<u>\$ 176,066</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Education & Training</u>	<u>Other Non-BBH</u>	<u>Total Programs</u>	<u>Administration</u>	<u>2019 Totals</u>	<u>2018 Totals</u>
PERSONNEL COSTS						
Salaries and wages	\$ 6,918	\$ 415,514	\$ 5,958,934	\$ 659,630	\$ 6,618,564	\$ 5,901,725
Employee benefits	667	70,439	1,276,594	156,414	1,433,008	1,269,250
Payroll taxes	527	31,653	437,135	47,065	484,200	433,032
PROFESSIONAL FEES						
Substitute staff	-	-	174,801	-	174,801	204,618
Audit fees	-	2,349	28,375	2,025	30,400	38,099
Legal fees	-	738	18,085	3,624	21,709	15,081
Other professional fees	-	17,889	129,024	91,257	220,281	135,031
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	-	380	2,184	491	2,675	3,357
In-service training	-	-	-	-	-	492
Conferences and conventions	727	1,185	32,542	3,899	36,441	20,645
Other staff development	1,433	918	7,312	1,150	8,462	5,906
OCCUPANCY COSTS						
Rent	2	66,107	493,543	106,044	599,587	574,774
Heating costs	-	-	-	-	-	2,376
Repairs and maintenance	-	1,125	4,488	255	4,743	9,004
Other occupancy costs	-	4,233	65,551	26,123	91,674	87,789
CONSUMABLE SUPPLIES						
Office supplies and equipment	-	5,119	35,269	5,508	40,777	35,148
Building and household	-	2,258	13,421	1,168	14,589	9,695
Educational and training	-	-	60	-	60	508
Food	-	16,378	50,891	226	51,117	49,059
Medical supplies	-	1,498	10,802	-	10,802	11,977
Other consumable supplies	1	15,606	145,412	33,781	179,193	39,609
DEPRECIATION	-	18,967	21,402	21,965	43,367	66,140
EQUIPMENT RENTAL	-	-	16,789	1,860	18,649	19,520
EQUIPMENT MAINTENANCE	-	1,305	8,990	29,314	38,304	34,813
ADVERTISING	-	10,176	12,930	8,072	21,002	39,818
PRINTING	-	8,411	10,400	1,669	12,069	8,979
TELEPHONE	1	10,179	117,605	13,580	131,185	143,246
POSTAGE	-	2,776	10,685	1,649	12,334	12,561
TRANSPORTATION						
Staff	-	1,165	104,680	5,836	110,516	106,476
Clients	-	29,667	31,910	17	31,927	25,392
ASSISTANCE TO INDIVIDUALS						
Client services	-	1,429	38,422	-	38,422	44,196
INSURANCE						
Malpractice and bonding	-	808	27,739	697	28,436	42,401
Vehicles	-	3,576	4,981	-	4,981	4,079
Comprehensive property and liability	-	4,243	47,815	3,502	51,317	39,162
MEMBERSHIP DUES	-	852	1,104	2,226	3,330	3,759
INTEREST EXPENSE	-	-	-	987	987	422
CONTRIBUTION EXPENSE	-	-	-	600,000	600,000	325,000
OTHER	-	22,504	23,014	31,669	54,683	54,684
TOTAL FUNCTIONAL EXPENSES	<u>\$ 10,276</u>	<u>\$ 769,447</u>	<u>\$ 9,362,889</u>	<u>\$ 1,861,703</u>	<u>\$ 11,224,592</u>	<u>\$ 9,817,823</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

1. ORGANIZATION OF THE CORPORATION

Monadnock Family Services, Inc. (the Organization) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs.

The Organization operates in the Monadnock region of the State of New Hampshire.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of Monadnock Family Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other assets and liabilities.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as net assets without donor restrictions.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Property and Depreciation

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Furniture, fixtures and equipment	3 - 10 Years
Vehicles	5 - 10 Years
Building and leasehold improvements	5 - 40 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$43,367 and \$66,140 for the years ended June 30, 2019 and 2018, respectively.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or expenditures are incurred.

Revenue

Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods, as final amounts are determined.

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The Organization receives reimbursement from Medicare, Medicaid and private third party payors at defined rates for services rendered to patients covered by these programs. The difference between established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Advertising

The Organization expenses advertising costs as incurred.

Summarized Financial Information

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 accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Square footage
All other expenses	Direct assignment

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

Management has determined the beneficial interest in net assets held by Monadnock Regional Foundation for Family Services, Inc. to be in Level 2 of the fair value hierarchy as defined above (also see Note 4).

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an Organization that is not a private foundation under Section 509(a)(2). However, income from certain activities not directly related to the tax-exempt purpose is subject to taxation as unrelated business income. Under Internal Revenue Code Section 512, certain parking related expenses determined to be qualified transportation fringes are treated as an increase in the amount of unrelated business taxable income. As a result of these taxable fringes, a tax liability of \$7,203 has been recognized in the financial statements as of June 30, 2019. No tax liability was accrued for the year ended June 30, 2018.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2015.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

3. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2019 and 2018:

Financial assets at year-end:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 1,129,329	\$ 1,253,641
Accounts receivable, net	618,587	357,323
Beneficial interest in Foundation	<u>1,029,832</u>	<u>828,482</u>
Total financial assets	<u>\$ 2,777,748</u>	<u>\$ 2,439,446</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	\$ 246,997	\$ 286,217
Less net assets with purpose and time restrictions to be met in less than a year	-	(45,932)
Beneficial interest in Foundation	<u>1,029,832</u>	<u>828,482</u>
Amounts not available within one year	<u>1,276,829</u>	<u>1,068,767</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 1,500,919</u>	<u>\$ 1,370,679</u>

The Organization's goal is generally to maintain financial assets to meet 45 days of operating expenses (approximately \$1.38 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

4. INTEREST IN NET ASSETS OF FOUNDATION

The Organization is the sole beneficiary of assets held by Monadnock Regional Foundation for Family Services, Inc. The Organization and the Foundation are considered financially interrelated Organizations under FASB ASC Topic No. 958-605, *Not-for-Profit Entities - Transfers of Assets to a Nonprofit Organization or Charitable Trust That Raises or Holds Contributions for Others*. The fair value of the Foundation's assets, which approximates the present value of future benefits expected to be received, was \$1,033,171 and \$832,126 at June 30, 2019 and 2018, respectively. The cost basis of the Foundation's assets was \$971,974 and \$806,069 at June 30, 2019 and 2018, respectively.

5. DEMAND NOTES PAYABLE

The Organization maintains the following demand notes payable:

Demand note payable with a bank, subject to bank renewal on June 30, 2020. The maximum amount available at June 30, 2019 and 2018 was \$250,000. At June 30, 2019 and 2018 the interest rate was stated at 6.25% and 5.75%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 10). There was no balance outstanding at June 30, 2019 and 2018.

The Organization maintains a demand note payable with a bank. The demand note payable is examined and reviewed on a yearly basis. The maximum amount available at June 30, 2019 and 2018 was \$150,000. At June 30, 2019 and 2018 the interest rate was stated a 7% and 6.50%, respectively. The note is collateralized by all the business assets of the Organization, real estate and assignment of leases and rents owned by Monadnock Community Service Center, Inc. (a related party, see Note 10) and is guaranteed by Monadnock Community Service Center, Inc. (a related party, see Note 10). There was no balance outstanding at June 30, 2019 and 2018.

6. NET ASSETS

Net assets with donor restrictions were as follows for the years ended June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Special Purpose Restrictions:		
Beneficial interest in Foundation	\$ 173,783	\$ 159,071
Timken contribution	-	45,932
Restricted in Perpetuity:		
Beneficial interest in Foundation	<u>81,214</u>	<u>81,214</u>
Total net assets with donor restrictions	<u>\$ 254,997</u>	<u>\$ 286,217</u>

Net assets released from net assets with donor restrictions are as follows:

	<u>2019</u>	<u>2018</u>
Satisfaction of Purpose Restrictions:		
Timken contribution	<u>\$ 45,932</u>	<u>\$ 18,687</u>
Total net assets released	<u>\$ 45,932</u>	<u>\$ 18,687</u>

7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All full-time employees are eligible to participate when hired, and are eligible to receive employer contributions after one year of employment. The Organization's matching contributions to the plan for the years ended June 30, 2019 and 2018 were \$50,204 and \$49,522, respectively.

8. CONCENTRATION OF RISK

For the years ended June 30, 2019 and 2018 approximately 73% and 76%, respectively of the total revenue was derived from Medicaid. The future existence of the Organization, in its current form, is dependent upon continued support from Medicaid.

Medicaid receivables comprise approximately 26% and 42% of the total accounts receivable balances at June 30, 2019 and 2018, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 5.

9. OPERATING LEASE OBLIGATIONS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from 36 to 63 months. Rent expense under these agreements aggregated \$618,239 and \$594,294 for the years ended June 30, 2019 and 2018, respectively.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2020	\$ 16,200
2021	15,270
2022	<u>9,560</u>
Total	<u>\$ 41,030</u>

See Note 10 for information regarding a lease agreement with a related party.

10. RELATED PARTY TRANSACTIONS

Monadnock Family Services, Inc. is related to the following nonprofit corporations as a result of their articles of incorporation and common board membership.

<u>Related Party</u>	<u>Function</u>
Monadnock Community Service Center, Inc.	Provides real estate services and property management assistance.
Monadnock Regional Foundation for Family Services, Inc.	Endowment for the benefit of Monadnock Family Services, Inc.

Monadnock Family Services, Inc. has transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

Due to Affiliate

At June 30, 2019 and 2018 the Organization had a payable due to Monadnock Community Service Center, Inc. in the amount of \$394,444 and \$123,853, respectively. At June 30, 2019 and 2018 the Organization had a payable due to Monadnock Regional Foundation for Family Services, Inc. in the amount of \$157,695 and \$63,372, respectively. There are no specific terms of repayment and no stated interest.

Rental Expense

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services, Inc. has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$576,250 and \$556,500 for the years ended June 30, 2019 and 2018, respectively.

Contribution

During the years ended June 30, 2019 and 2018 the Organization made a contribution to Monadnock Community Service Center, Inc. in the amount of \$400,000 and \$125,000, respectively. During each of the years ended June 30, 2019 and 2018 the Organization made a contribution to Monadnock Regional Foundation of Family Services, Inc. in the amount of \$200,000.

Management Fee

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated \$84,899 and \$64,724 for the years ended June 30, 2019 and 2018, respectively.

Guarantee

One of the Organization's demand notes payable is guaranteed by Monadnock Community Service Center, Inc.

Co-obligation

The Organization is co-obligated on certain mortgage notes of Monadnock Community Service Center, Inc.

11. CONTINGENCIES

Grant Compliance

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2019.

12. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2019 and 2018. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2019 and 2018, cash balances in excess of FDIC coverage aggregated \$707,613 and \$826,500, respectively.

13. RECLASSIFICATIONS

Certain reclassifications have been made to the prior years' financial statements to conform to the current year presentation. These classifications had no effect on the previously reported results of operations or retained earnings.

14. SUBSEQUENT EVENTS

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial October 31, 2019, the date when the financial statements were available to be issued.

MONADNOCK FAMILY SERVICES, INC.

Continued

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children & Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
Program fees:						
Net client fees	\$ 30,851	\$ 13,176	\$ 22,922	\$ 8,825	\$ 26,614	\$ 679
Medicaid	390,979	3,690,102	349,191	44,396	194,078	87,419
Medicare	167,302	1,493	1,586	(141)	9,545	-
Other insurance	90,572	110,152	(814)	17,764	38,684	2,327
Other program fees	-	-	-	-	-	-
Program sales:						
Service and production	2,665	175	-	-	-	-
Public support:						
United Way	-	62,975	-	32,388	31,796	-
Local/county government	-	36,315	-	108,624	30,000	-
Donations	-	7,150	-	-	-	-
Other public support	32,317	15,389	2,293	-	6,825	-
Div. for Children, Youth & Families	-	1,425	-	-	-	-
Federal funding:						
Other federal grants	18,750	23,232	-	-	-	-
PATH	-	-	-	-	37,000	-
Bureau of Behavioral Health	-	4,050	-	-	132,590	-
Rental income	-	-	-	-	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	<u>(100)</u>	<u>205</u>	<u>1</u>	<u>-</u>	<u>4</u>	<u>-</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 733,336</u>	<u>\$ 3,965,839</u>	<u>\$ 375,179</u>	<u>\$ 211,856</u>	<u>\$ 507,136</u>	<u>\$ 90,425</u>

MONADNOCK FAMILY SERVICES, INC.

Continued

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Vocational Services</u>	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>
Program fees:						
Net client fees	\$ 537	\$ 4,320	\$ 52,326	\$ 17,882	\$ 21,915	\$ (311)
Medicaid	66,293	4,938	2,064,754	487,313	396,230	346,208
Medicare	1,550	278	20,203	24,712	1,106	-
Other insurance	423	11,597	6,042	13,416	(668)	(956)
Other program fees	-	-	1,650	-	32,330	-
Program sales:						
Service and production	-	-	-	-	-	-
Public support:						
United Way	-	20,638	-	-	-	-
Local/county government	-	7,500	-	-	-	-
Donations	-	150	12,094	1,000	-	-
Other public support	1,460	-	235,478	46	1,042	-
Div. for Children, Youth & Families	-	-	-	-	-	-
Federal funding:						
Other federal grants	-	17,500	-	-	-	-
PATH	-	-	-	-	-	-
Bureau of Behavioral Health	-	-	-	225,000	-	-
Rental income	-	-	-	-	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	<u>1</u>	<u>10</u>	<u>1,635</u>	<u>-</u>	<u>1</u>	<u>-</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 70,264</u>	<u>\$ 66,931</u>	<u>\$ 2,394,182</u>	<u>\$ 769,369</u>	<u>\$ 451,956</u>	<u>\$ 344,941</u>

MONADNOCK FAMILY SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2019 Totals	2018 Totals
Program fees:						
Net client fees	\$ -	\$ 68,692	\$ 268,428	\$ -	\$ 268,428	\$ 236,159
Medicaid	-	138,859	8,260,760	-	8,260,760	7,639,201
Medicare	-	-	227,634	-	227,634	250,741
Other insurance	-	61,648	350,187	-	350,187	293,761
Other program fees	19,573	375	53,928	-	53,928	27,435
Program sales:						
Service and production	-	-	2,840	84,899	87,739	72,424
Public support:						
United Way	-	60,215	208,012	-	208,012	191,208
Local/county government	-	-	182,439	-	182,439	197,247
Donations	-	277,508	297,902	2,000	299,902	251,949
Other public support	-	-	294,850	274,148	568,998	38,490
Div. for Children, Youth & Families	-	-	1,425	-	1,425	-
Federal funding:						
Other federal grants	-	98,762	158,244	-	158,244	282,716
PATH	-	-	37,000	-	37,000	36,938
Bureau of Behavioral Health	-	-	361,640	4,708	366,348	359,441
Rental income	-	2,338	2,338	-	2,338	2,807
Net gain on beneficial interest in Foundation	-	-	-	201,350	201,350	194,494
Other	-	420	2,177	70,074	72,251	9,055
TOTAL FUNCTIONAL REVENUES	\$ 19,573	\$ 708,817	\$10,709,804	\$ 637,179	\$ 11,346,983	\$ 10,084,066

Monadnock Family Services
Board of Directors
2020-2021

Brian Donovan – Chair
John Round – Treasurer
Aaron Moody – Secretary
Sharman Howe – Assistant Secretary

Laurie Appel
Mike Chelstowski
Reba Clough
Susan Doyle
Shaun Filiault
Julie Green
Christine Houston
Molly Lane
Jan Peterson
Judy Rogers
Alfred John Santos
Joe Schapiro
Louise Zerba

Philip F. Wyzik MA

EXPERIENCE:

Monadnock Family Services, 64 Main St, Keene NH (6/2012 to present)

Chief Executive Officer

Responsible for all aspects of the leadership of a community mental health center in Cheshire County, New Hampshire. Services focus on clientele considered eligible for state supported care, out patient behavioral health counseling, prevention services and adult care for seniors.

Certified instructor Mental Health First Aid, July 2014

The Mental Health Association of Connecticut, 20-30 Beaver Rd, Wethersfield CT 06109

President and CEO (9-08 to 6 -1-12)

Responsible for all aspects of executive leadership of a \$9 million dollar private, not-for-profit mental health agency. Services offered to adults with severe and persistent mental illness include housing, psychosocial rehabilitation, and supported employment; provide leadership and supervision to Executive staff and Program Directors. Work includes interface and coordination with Board of Directors, direct supervision of advocacy, lobbying and public education efforts.

West Central Behavioral Health, Inc., 9 Hanover St, Lebanon, New Hampshire 03766

Senior Vice President of Operations (1-91 to 9-08)

Responsible for the executive leadership and management of a private not-for-profit community mental health center. Duties include:

Program development and performance management: responsible development and monitoring of annual operation plan to achieve key service outcomes and fiscal effectiveness, internal quality assurance and management, including leading workgroups to implement new treatment paradigms and improvements. Accomplished successful grant applications and negotiated contracts, including US Government contract procurement and management under the Javitts Wagner O'Day program. Assisted with marketing and internal and external customer service. Planned conversion of two day rehab programs into pioneering supported employment service.

Supervision and training of agency leaders: responsible for personnel development, quality assurance and risk management; designed and implemented a new, proactive employee review and development process. Planned and supervised the renovation and relocation of three clinical offices. Lead agency wide staff satisfaction survey process; developed work life committee to improve employee input into agency decisions.

Public Relations / fundraising: Conceived, organized and promoted all aspects of a two day fundraiser ("Paddlepower") that increased public awareness about suicide and visibility

Philip F. Wyzik
Keene NH

for the agency. Current member of NH Suicide Prevention Advisory Committee and Garrett Lee Smith Advisory Committee.

Information Technology: Supervised IT department of three FTEs since 2006, including the implementation of an electronic medical record for improved clinical flow, efficiency and compliance. Lead system improvement efforts to accommodate regulatory and reimbursement changes and mandates, and accompanying staff training efforts.

Substitute for the CEO: Handle internal, external, and State responsibilities.

Little Rivers Health Care Inc, PO Box 377, Bradford VT

Interim Chief Executive Officer (Sept 2005 to June 2006)

Under management service agreement with current employer, served as first CEO of a Federally Qualified Health Center. Duties involved all aspects of merging three disparate primary care offices into one organization. Developed initial Human Resource policies and plans, facilitated clinical and quality policy development, initiated start up fiscal plan and structure. Served as the liaison to Health Resource Services Administration Office of Grants Management and Project Development and facilitated development of Board members. Elected to the Board of Directors of Bi State Primary Care Association.

University System of New Hampshire, Granite State College

Faculty Member (November 2000 to present)

Teaching HLTC 600 *Continuous Quality Improvement*, HLTC 629 *Legal and Ethical Issues in Health and Human Services*, and HLTC 627 *Financing and Reimbursement in Healthcare*, and HLTC 550 *The US Healthcare Industry* (all online courses.) Taught numerous students on independent contract learning projects. Familiar with Blackboard, WebCT, and Moodle course management systems.

Worcester Area Community Mental Health Center, Inc, Worcester, Ma. 01609

Director of Rehabilitation (12-84 to 12-90)

Organized and lead social/vocational rehabilitation department serving mentally ill adults. Responsibilities included:

Day-to-day management of a psychosocial rehabilitation program for severely mentally ill adults, program development, strategic planning and evaluation activities. Assisted in interdepartmental and interagency communication and public relations. Primary liaison to Mass Rehab Commission for vocational rehabilitation. Completed grant applications, hired and supervised staff; Held previous roles including Program Coordinator, Rehabilitation Counselor, Group Leader and Clinician.

Chandler St. Center, Inc., 162 Chandler St., Worcester, Ma. 01609

Substance Abuse Counselor (5-83 to 12-84)

Philip F. Wyzik
Keene NH

Performed intake, crisis intervention, assessment, case management and addiction therapy around heroin and cocaine abuse for teen and adult clients. Facilitated support groups and completed court ordered assessments.

St. Joseph Church, 41 Hamilton St, Worcester, Ma. 01604
Religious Education Coordinator (6-81 to 6-83)

Supervised and coordinated all aspects of church based education program; recruited and trained volunteer teachers. Provided instruction for child, teen and adult classes.

Notre Dame High School, Fitchburg, Ma.

Teacher (9-82 to 6-83) – Taught junior and senior high students in Religious Education and substitute taught Spanish I.

St Joseph School, Somerville, Ma.

Teacher (9-78 to 6-80) -- Instructed five grade levels in Religion, Art, and Social Studies.

COMMUNITY SERVICE

Outreach House, Hanover NH (501.3C assisted living facility for nine seniors)

Board of Director, October 1998 to 2000 [approximately]

Ivy Place Condominiums, Lebanon NH (50 unit condominium facility)

Board of Director, 1992 thru 1997 [approximately]

Lebanon Riverside Rotary

Club member, chair of International Services Committee, 1992 thru 1996

EDUCATION:

Master of Arts, Counseling Psychology, Assumption College, Worcester Ma. 1984

Bachelor of Arts, Religious Studies (magna cum laude), Assumption College, Worcester, Ma. 1978

- "Leadership Upper Valley," May 2008 sponsored by the Lebanon Chamber of Commerce.
- "Institute for Non Profit Management," Antioch New England Graduate School, Hanover NH, Spring 2004
- "FIPSE (Fund for Improvement of Postsecondary Education) Training for Part Time Faculty Teaching Adult Learners," College for Lifelong Learning, Concord, NH, Fall, 2002

Philip F. Wyzik
Keene NH

- "Improving Managerial Leadership and Effectiveness", "The Art of Negotiation," "Delivering Superior Customer Service," and "Contract Pricing," NISH Institute for Leadership and Professional Development

PUBLICATIONS:

Munetz MD, Birnbaum A, Wyzik PF: An Integrative Ideology to Guide Community Based Multidisciplinary Care of Severely Mentally Ill Patients. Hospital and Community Psychiatry, June 1993, vol. 44, no 6.

Drake RE, Becker DR, Biesanz JC, Torrey WC, McHugo GJ, Wyzik PF: Rehabilitative Day Treatment vs Supported Employment: I Vocational Outcomes. Community Mental Health Journal, October 1994;30:519-532.

Torrey W, Clark RE, Becker D, Wyzik P, Drake RE: Switching from Rehabilitative Day Treatment to Supported Employment. Continuum: Developments in Ambulatory Care, Jossey-Bass Inc. Spring, 1997, vol 4, no 1.

Drake RE, Becker D, Biesanz J, Wyzik P: Day Treatment Versus Supported Employment for Persons with Severe Mental Illness: A Replication Study. Psychiatric Services, October 1996, vol 47, no 10.

Becker D, Torrey W, Toscano R, Wyzik P, Fox T: Building Recovery Oriented Services: Lessons from Implementing IPS in Community Mental Health Centers. Psychiatric Rehabilitation Journal, Summer 1998, vol 22, no 1.

Torrey, W, Wyzik PF: New Hampshire Clinical Practice Guidelines for Adults in Community Support Programs, (unpublished monograph).

Torrey, W, Wyzik PF: The Recovery Vision as a Service Improvement Guide for Community Mental Health Journal, April 2000, vol 36, No 2.

Torrey, W, Drake RE, Cohen M, Fox L, Lynde D, Gorman P, and Wyzik PF: The Challenge of Implementing and Sustaining Integrated Dual Disorders, Community Mental Health Journal, December 2002, Vol 38, no 6

Salyers MP, Becker DR, Drake RE, Torrey WC, and Wyzik PF: A Ten Year Follow up of Supported Employment (in press)

Torrey WC, Finnerty M, Evans A, Wyzik P: Strategies for leading the implementation of Evidence-based practices, Psychiatric Clinics of North America, 26(4): 883-897, 2003

Wyzik L, "Grassroots Armada for Suicide Prevention" Behavioral Healthcare Tomorrow, 14(4): 14-15, 2005

"Tragedy Casts Attention on Mental Illness" Keene Sentinel, January 4, 2013, op ed.

"Mental Health Care is a part of health care" Keene Sentinel, March 19, 2013, op ed.

"There is Room for Medicaid Expansion" Keene Sentinel, June 2, 2013, op ed.

"No Medicaid Expansion Strains Mental Health Services" Fosters Daily Democrat, December 25, 2013, op ed.

"The Story that Changed Christmas" Monadnock Ledger Transcript, December 26, 2013, op ed.

Philip F. Wyzik
Keene NH

AWARDS:

Named Administrator of the Year, October 1994, by the New Hampshire Alliance for the Mentally Ill.

PRESENTATIONS:

- "The Legacy of Clifford Beers." Presented June 12, 2009 at Centennial Conference, Mental Health America, Washington DC.
- "Thinking of a Change?" Implementing the new NH Medicaid rule in the mental health center, for the Bureau of Behavioral Health, March 27, 28, 2007
- "Suicide Prevention: Friend raising, Fundraising" at US Psychiatric Rehabilitation Association 30th annual conference, Philadelphia PA, May 24, 2005
- "Teamwork in Residential Settings" for the Therapeutic Living Community, Norwich CT, April 2003, on behalf of the West Institute of the NH Dartmouth Psychiatric Research Center.
- "Vocational Rehabilitation System's Change" – two day personal consultation for Terros, 3118 E McDowell Rd, Phoenix, Arizona, April 2000
- "Recovery and Systems Thinking," Value Options, Phoenix AZ, July 28, 1999
- "CMHC Cultures that Work for Work," Following Your Dreams Conference, Nashua NH, May 21, 1999
- "IPS Implementation, Tools and Recovery," IPS Plus Project, Regional Research Institute, Portland, Oregon, May 14, 1999
- "Implementing IPS," Options for Southern Oregon, Grants Pass Oregon, May 13, 1999
- "Facilitating Recovery by Effectively Supporting Work," Value Options Best Practices Summit IV, Boston MA, Oct. 21-23, 1998
- "Health Care as a System: Case Management," Executive Directors, NH Division of Behavioral Health, Concord, NH, July 15, 1998
- "Implementing Individual Placement and Support: Obstacles and Solutions," Western Region Best Practice Conference, Colorado Health Network, Santa Fe NM, Dec. 4-5, 1997
- "Supported Employment as an Important Element in the Process of Recovering from Severe Mental Disorders," New England IPS Retreat, Newport RI, June 5, 1997
- "From Day Treatment to Vocational Services," New England IAPSR Conference, June 1995
- "Work in the Community: Two Program Conversion Success Stories," Institute for Community Inclusion, Auburn, MA, October 1994

REFERENCES:

Personal references furnished upon request.

CURRICULUM VITAE

Marianne Marsh, MD

Licensure and Certification:

State of New Hampshire - Medical License - #10054

State of Vermont - #42-8302 (inactive)

State of Maine - #013197 (inactive)

Diplomat in Psychiatry, American Board of Psychiatry and Neurology
April 1996, Renewed 2007, Certificate #42545

Education and Training:

Psychiatry Residency

Medical Center Hospital of Vermont/University of Vermont

July 1990 - June 1993

- Chief Resident, June 1992 - May 1993

Duties included: administrative, liaison and teaching both medical students and residents

Medical/Psychiatric Internship

New England Medical Center/Tufts University

July 1989 - June 1990

University of Vermont College of Medicine

MD, May 1989

University of California, Davis

BS in Nutrition Science with High Honors, 1985

Current Employment:

Monadnock Family Services

Keene, NH

Medical Director

October 2012 - present

Hospital Privileges:

Monadnock Community Hospital (Provides on-call coverage)

Past Employment and Professional Activities:

West Central Behavioral Health
Claremont, NH
Staff Psychiatrist, June 2010 - September 2012
Adjunct Faculty, Dartmouth Medical School

Monadnock Family Services
Keene, NH
Staff Psychiatrist, July 1997 - August 2000
Associate Medical Director, September 2000 - May 2010
Psychiatrist for Dialectical Behavioral Therapy program
Sabbatical and ongoing work integrating primary care with mental health care in
the Monadnock region
Awards: "Guppy" (Grace Under Pressure) Award, 2006
Tom Dwayne Mental Health Leadership Award 2009

Board of Directors
AIDS Services for the Monadnock Region
1997 - 2000

Beech Hill Hospital
Consulting Psychiatrist
July 1997 - May 1998

Northeast Kingdom Mental Health Services, Inc.
Staff Psychiatrist, June 1994 - December 1995
Medical Director, January 1996 - June 1997
U.S. Public Health Service - National Health Service Corps

Private Practice in Psychiatry
Burlington, VT
July 1993 - July 1997

Clinical Faculty Member
University of Vermont Department of Psychiatry
July 1993 - June 1997

Board of Directors, State of Vermont HIV/AIDS Care Consortium
Mental Health Task Force
April 1996 - June 1997

Community Health Plan
Part-time consulting psychiatrist
June 1993 - May 1994

Bangor Mental Health Institute
Psychiatric and medical coverage for state hospital and psychiatric nursing home
July 1991 - December 1993

Vermont State Hospital
On-Call Physician
1991 - 1992

Society Memberships:

American Psychiatric Association
American Association for Community Psychiatry
Physicians for Social Responsibility
American Association of Physicians for Human Rights

Publication:

Marah, Marianne; "Feminist Psychopharmacology: An Aspect of Feminist Psychiatry."; Psychopharmacology from a Feminist Perspective (Ed: Jean Hamilton, et al); Harrington Park Press/The Haworth Press, Inc., 1995, pp. 73-84.

References available upon request.

Confidential Resume of
Gigi Pratt

To obtain a professional position which challenges my human resource, managerial, accounting and technical skills

8/09-present Monadnock Family Services Keene, NH

**Work
History**

10/12 – present Chief Financial Officer

- Controller position and CFO position was recently combined. In addition to the Controller responsibilities, I am now a member of the Sr Staff; work directly with the Board of Directors and under the direct supervision of the Chief Executive Officer.

8/09 – 10/12 Controller

- Manage & direct all accounting & support functions for three non-profit entities; supervise a staff of twenty-four; Departments include: Payroll, Accounts Payable, Accounts Receivable, Grants Management, Business/Facilities Management, & All Support functions in six locations
- Provide monthly financial statements to CFO; quarterly reports to the State; attend monthly Board Operations Committee meetings; present financials in the absence of the CFO
- Prepare annual fiscal budgets with the CFO for both the State Medicaid and Internal Operations
- Meet with Department Heads & Directors to review budgets & financials
- Coordinate and assist the Annual Independent Audit for all three non-profits; review and file 990
- Manage all agency grants including reporting & audits
- Manage organization cash flow & lines of credit; Property tax abatements, maintain agency corporate files & legal documents
- Co-lead implementation of new Electronic Medical Records system
- Assist CFO with banking relationships, grant presentations, facilities management, review agency contracts, corporate insurances; policy revisions, attend CFO CMHC quarterly meetings

4/01-8/09 Fenton Family Dealerships East Swanzey, NH

Human Resources Manager 1/08-current

- Coordinate employee benefits for all Fenton Family Dealerships — 170+ employees, including new employee orientations, health & dental insurances, STD & LTD, 401k, and more
- Provide backup support for payroll for 170 employees
- Review and revise employee handbook on a biannual basis, make recommended changes, review with attorney
- Screen applicants for fit with open positions; review profile testing with hiring managers; conduct orientations
- Complete biannual Safety Summary and chair company Safety Committee
- Chair the Monadnock United Way fundraiser — increased employee contributions by 100%
- Design and publish monthly employee newsletter to raise employee morale and inter-company communication
- Organize employee training, plan & put on company special events
- Provide Administrative Support to owner

Office Manager & Human Resource Manager 4/01 – 1/08

- Financial/Fiscal — Responsible for all accounting functions for Hyundai Dealership including timely reporting of monthly financial statements, title research, accounts payable, accounts receivable, etc.
- Office Management — Responsible for supervision of accounting personnel, maintaining equipment and office supplies, publishing flyers and mailers, etc.
- Human Resources — completed the above human resource responsibilities for 120 employees

8/06 - present GB Office Solutions, LLC Nelson, NH

Office Management Services/Grants Management/ Bookkeeping

- Provide full service bookkeeping service to several clients including retail, non-profit and individuals
- P/R, A/P, AIR, Grants management, Audit preparation and graphic arts design

1/01 - 8/06 Stonewall Farm, (a nonprofit education center) Keene, NH

Business Manager

- Financial/Fiscal — Budgeting for six departments, financial reporting all General Ledger entries, account analysis & distribution of reports; responsible for all A/P & A/R; presentations to Board of Directors
- Personnel — payroll for 30+ employees, payroll taxes, 941/943 reporting, produced a personnel manual, manage health insurance enrollment and selection of carrier
- Data Management — oversee, manage, and programming of database system using FileMaker Pro for 1200+ members, donors & volunteers; monitor membership for renewal, bulk mailings
- Office Management — supervise 4 employees, equipment purchases/maintenance including computer systems, telephone systems, building maintenance; landlord for residents; coordinate facility rentals
- Gift Shop — make wholesale purchases and monitor sales of gift shop inventory

11/84-11/88 Eastern Mountain Sports Peterborough, NH

- **Accounting Department**
- 2/1964-1/88 — Accounting Supervisor — supervised A/P clerks, prepared monthly journal entries, analysis of balance sheet accounts, monitored letter of credit activity, review sales/use & payroll taxes
- 9/85-2/86 — Accounting Clerk — bank reconciliations, AIR, analysis, NSF check collection, sales/use taxes
- 11/84-9/85 — Accounts Payable Clerk — processed vendor payments, verified inventory reports

Education

- Plymouth State College — MBA Graduate Certificate in "The Human Side of Enterprise" 5/08
- Franklin Pierce College — Bachelor of Science — major in Management, minor in Accounting, Graduated 5/91
- Mount Wachusett Community College — Associates of Science in Business Technology, Graduated 5/86
- Recent seminars: Human Resources Series; Avoiding Sexual Harassment in the Workplace; Dealing Effectively with Unacceptable Employee Behavior; Employment Law, Financial Reporting for Franchised Organizations, 1099 Laws;

Skill

- Experience with PC, Macintosh & Mainframe computer systems, QuickBooks, Microsoft Office, Word, Outlook, PowerPoint, Excel, WordPerfect, Reynolds & Reynolds Automotive Software, LWSI, and various other programs.
- Notary of Public; Justice of the Peace
- Red Cross CPR & First Aid Certified
- QuickBooks ProAdvisor

Other Interests

- Past involvement in: UNH Cooperative Extensions Advisory Council Member; 4-H Leader, Boy Scouts Leader & Committee member; Farm Bureau Board Member; Miracles in Motion Volunteer, Nelson Agricultural Commission; Hundred Nights Board Treasurer
- My family, farming and horse back riding

References

- Available Upon Request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Philip Wyzik	Chief Executive Officer	162,723	0	
Marianne Marsh	Chief Medical Officer	233,997	0	
Gigi Pratt	Chief Financial Officer	116,320	0	



Lori A. Shibley
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 24, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu authorized the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed \$1,731,950 for crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals with the option to renew for up to two (2) additional years, effective June 23, 2020, through August 19, 2021. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County Foundation	177278	Dover, Region 9	\$173,195
Northern Human Services	177222	Conway, Region 1	\$173,195
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	\$173,195
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$173,195
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$173,195
Monadnock Family Services	177510	Keene, Region 5	\$173,195
The Community Council of Nashua, N.H.	154112	Nashua, Region 6	\$173,195
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	\$173,195
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$173,195
Center for Life Management	174116	Derry, Region 10	\$173,195
		Total:	\$1,731,950

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-092-922010-19090000 HEALTH & SOCIAL SERVICES-DEPARTMENT OF HEALTH & HUMAN SERVICES-DIV FOR BEHAVIORAL HEALTH-BUREAU OF MENTAL HEALTH SERVICES-SAMHSA GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92201909	\$108,247
2021	102-500731	Contracts for Prog Svc	92201909	\$1,298,962
2022	102-500731	Contracts for Prog Svc	92201909	\$324,741
			Total	\$1,731,950

EXPLANATION

These items are **Sole Source** because the Department, in the interest of the public's health and safety, determined that the State's community mental health centers are best positioned to effectively provide crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals. The Bureau of Mental Health Services contracts for services through the community mental health centers that are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and State regulation NH He-M403.

Due to both COVID-19 and the State of Emergency, people with serious mental illness, youth with serious emotional disturbance and new or early serious mental illness, general citizens, and healthcare professionals are expected to develop new behavioral health problems or exacerbations of such problems, including increases in depression, anxiety, trauma, and grief. The Contractors will provide services to these individuals who are under or uninsured from June 23, 2020, to August 19, 2021.

The Contractors will increase the capacity of the New Hampshire community mental health system to respond to people with behavioral health crises who are impacted by the COVID-19 pandemic using evidence-based practices. New and existing staff will receive training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; trauma-informed care; and the use of American Society of Addiction Medicine criteria for Substance Use Disorder services. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

The Department will monitor contracted services by:

- Actively and regularly collaborating with the Contractors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- Requiring the Contractors to collect key data and metrics that include client-level demographic, performance and service data.
- Requiring implementation progress reports relative to staffing and training requirements.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 3 of 3

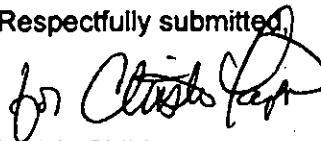
- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Rapid Response (SS-2020-DBH-07-RAPID-05)

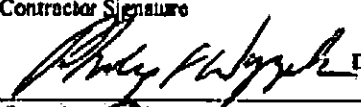

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. 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 Monadnock Family Services		1.4 Contractor Address 64 Main St. Suite 301 Keene, NH 03431	
1.5 Contractor Phone Number (603) 357-4400	1.6 Account Number 05-095-092-922010-19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation \$173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/5/20		1.12 Name and Title of Contractor Signatory PHILIP WYZIK CEO	
1.13 State Agency Signature  Date: 6/8/2020		1.14 Name and Title of State Agency Signatory Christine Tappin Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 6/17/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/5/20

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.

Contractor Initial *[Signature]*
Date 6/5/20

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, formulas, 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 Initial *PKW*
Date *6/5/20*

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 action 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 supercedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initial 
Date 6/5/20

New Hampshire Department of Health and Human Services
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EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions:

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 1.2. Paragraph 3 Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Rapid Response**



EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Five (5).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.

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EXHIBIT B

- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
- 1.6.1. Approximately 70% will have SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED.
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
- 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;
 - 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;

**New Hampshire Department of Health and Human Services
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EXHIBIT B

- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions, including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:
 - 1.15.1. Medication Assisted Treatment (MAT);
 - 1.15.2. Cognitive Behavioral Therapy (CBT);
 - 1.15.3. Motivational Enhancement Therapy (MET);
 - 1.15.4. Seeking Safety;

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6/5/20

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Five (5), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.
- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;
 - 2.2.3. Guideline-based crisis intervention;

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EXHIBIT B

- 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
- 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.
 - 2.3.5.1. The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

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EXHIBIT B

- 2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

- 3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.
- 3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.
- 3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.
- 3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.
- 3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.
- 3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.
- 3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.
- 3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.
- 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.
- 3.7. The Contractor may utilize funding in this Agreement designated for data

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EXHIBIT B

infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits Incorporated

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. **Culturally and Linguistically Appropriate Services (CLAS)**
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 5.3. **Credits and Copyright Ownership**
 - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

[Handwritten Signature]
6/5/20

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- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. **Operation of Facilities: Compliance with Laws and Regulations**
 - 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
NH Rapid Response Program**



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Indirect Cost Rate of 10.00% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

BUDGET	
Line Item	Amount Amount
Staffing	\$113,500
Fringe and Benefits	\$ 34,050
Personal Protective Equipment, Supplies, Technology, and Training	\$ 5,400
Data Collection	\$ 4,500
Indirect Costs on Clinical Services	\$ 15,295
Indirect Costs on Data Collection	\$ 450
Total	\$173,195

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served

Monadnock Family Services

Exhibit C

Contractor Initials

68-2020-DBH-07-RAPID-05

Page 1 of 4

Date

Rev. 01/08/18

RFV
Date 6/5/20

**New Hampshire Department of Health and Human Services
NH Rapid Response Program**



EXHIBIT C

indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(l)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

PKW
Date 6/5/20

**New Hampshire Department of Health and Human Services
NH Rapid Response Program**



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an Independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

**New Hampshire Department of Health and Human Services
NH Rapid Response Program**



EXHIBIT C

- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
- 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
- 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
- 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

P.P.W.
6/5/20

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-8505

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:

6/5/20
Date

Name:
Title:

M. Madach family Source
Phyllis Kyzek CES

Vendor Initials

Date

[Signature]
6/5/20

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-L).
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:

6/5/20
Date:

Monsieur Family Services
Name: Philip Kuyala
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules Implementing Executive Order 12549; 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Exhibit F - Certification Regarding Debarment, Suspension
And Other Responsibility Matters

Page 1 of 2

Vendor Initials

Date: 6/5/20

New Hampshire Department of Health and Human Services
Exhibit F



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

6/5/20
Date

Meredith Family Services
Name: Molly Kozick
Title: CEO

Vendor Initials: PKW
Date: 6/5/20

New Hampshire Department of Health and Human Services
Exhibit Q



**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. 13276 (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 Q

Vendor Initials

RFJ

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

6/5/20

Date:

Newburgh Family Services
Name:
Title: Philippine
CEO

Exhibit G

Vendor Initials

PHW

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations, and whistleblower protections.

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

Date: 6/5/20

Providence Family Services
Name: Philip Kyzile
Title: CEO

Vendor Initials: PK
Date: 6/5/20



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "Individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d, below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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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 (1). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

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Date: *1/5/20*



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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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[Handwritten Signature]

Date 6/5/20



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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered Entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Date: 10/5/20



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- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) i, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services The State	<i>Meredith Family Services</i>
<i>[Signature]</i>	Name of the Contractor
Signature of Authorized Representative	<i>[Signature]</i>
<i>Christie Tappin</i>	Signature of Authorized Representative
Name of Authorized Representative	<i>PHILIP WYZIK</i>
<i>Associate Commissioner</i>	Name of Authorized Representative
Title of Authorized Representative	<i>CEO</i>
<i>6-8-2020</i>	Title of Authorized Representative
Date	<i>6/5/20</i>
	Date

Contractor Initials: *[Signature]*
Date: *6/5/20*

New Hampshire Department of Health and Human Services
Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$26M 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:

6/5/20
Date

Medical Family Services
Name: Philip Joseph
Title: CEO

Contractor Initials

PPW
Date 6/5/20

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Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073966699
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document.

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g. contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data, and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e. tape, disk, paper, etc.).

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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 Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability: In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services; mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV. A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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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 Health and Human Services
Amendment #1**

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Seacoast Mental Health Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020 (Informational Item T), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
May 31, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$454,235.
3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:
 3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

Original Budget	
Line Item	Amount
Staffing	\$113,500
Fringe Benefits	\$34,050
Personal Protective Equipment, Supplies, Technology and Training	\$5,400
Data Collection	\$4,500
Indirect Costs on Clinical Services	\$ 15,295
Indirect Costs on Data Collection	\$450
Total	\$173,195

Supplemental Budget	
Line Item	Amount
Staffing	\$185,265
Fringe Benefits	\$55,579
Personal Protective Equipment, Supplies, Technology and Training	\$7,990
Data Collection	\$6,658
Indirect Costs on Clinical Services	\$24,883
Indirect Costs on Data Collection	\$665
Total	\$281,040

4. Modify Exhibit C, Payment Terms, Section 4, to read:

4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
- 4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.2 Ensure timesheets and/or time cards support the hours employees worked for wages reported under this contract, pursuant to 45 CFR Part 75.430(i)(1) Charges to Federal, which indicates awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4. Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/30/2021

Date

DocuSigned by:

Katja Fox

ED9D05B04C83442...

Name: Katja Fox

Title: Director

Seacoast Mental Health Center, Inc.

7/30/2021

Date

DocuSigned by:

Geraldine (Jay) Couture

A9953D7454E1468

Name: Geraldine (Jay) Couture

Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/3/2021

Date

DocuSigned by:
Takhmina Rakhmatova
FDF521C825C34AC...

Name: Takhmina Rakhmatova
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

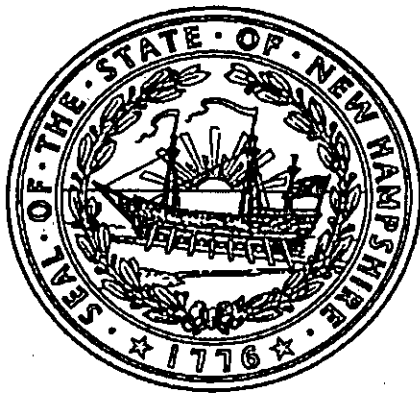
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 21, 1963. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65254

Certificate Number: 0005348514



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

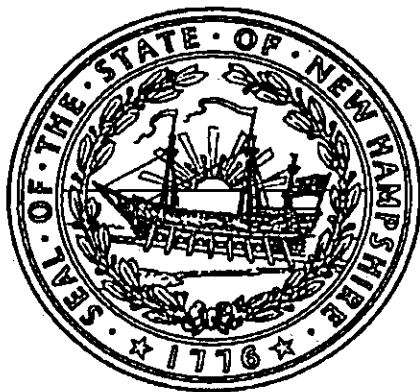
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER RESOURCE GROUP, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 25, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66834

Certificate Number: 0005348525



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.

this 14th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, **Monica Kieser**, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of **Seacoast Mental Health Center, Inc.**

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 19, 2020** at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Geraldine Couture, Chief Executive Officer

is duly authorized on behalf of **Seacoast Mental Health Center, Inc.** to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: **July 30, 2021**



Signature of Elected Officer

Name: **Monica Kieser**

Title: **President, Board of Directors**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: PHONE (A/C, No., Ext): 978-458-1865 FAX (A/C, No.): 978-454-1865 E-MAIL ADDRESS: jnorton@fredcchurch.com														
INSURED Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue Portsmouth NH 03801	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B : Granite State HC & HS Trust</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058	INSURER B : Granite State HC & HS Trust		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Philadelphia Indemnity Insurance Company	18058														
INSURER B : Granite State HC & HS Trust															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 1058019565 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 INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2242528	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000			PHPK2242530	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB757923	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	HCHS20200000262	2/1/2021	2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2242528	3/1/2021	3/1/2022	\$1,000,000 \$3,000,000 Per Occurrence Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION 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
---	--



**Granite State Healthcare
and Human Service Trust**

PO Box 4197
Concord, NH 03302-4197

Issue Date: Jan 11, 2021

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

This certificate does not amend, extend or alter the coverage afforded by the policies below.

Certificate Holder

Diana Fogarty
Seacoast Mental Health Center, Inc.
1145 Sagamore Avenue
Portsmouth, NH 03801

Certificate of Insurance

Companies Affording Coverage

Company Letter A Granite State HC&HS Trust
Company Letter B Midwest Employers Casualty Corp.

This policy is effective at 12:00 am on 02/01/2021, and will expire at 12:01 am on 02/01/2022.

This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

Coverages

This is to certify that the Workers' Compensation and Employer's Liability Insurance has 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.

Type of Insurance/Carrier	Policy Number	Effective Date	Expiration Date	LIMITS
A: Workers' Compensation & Employer's Liability				
Granite State HC&HS Trust	HCHS20210000376	02/01/2021	02/01/2022	E.L. Each Accident \$1,000,000 E.L. Disease-Pol Limit \$1,000,000 E.L. Disease-Each Emp \$1,000,000
B: Excess Insurance				
Midwest Employers Casualty Corp.	EWC009477	02/01/2021	02/01/2022	Workers' Compensation Statutory Employer's Liability \$1,000,000

Description of Operations

Officers Excluded
Hyer, Kimberly
Keiser, Monica
Sorli, Paul

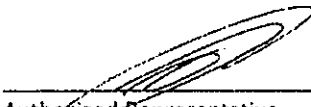
Member

Dianna Fogarty
Seacoast Mental Health Center, Inc.
1145 Sagamore Avenue
Portsmouth, NH 03801

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.




Authorized Representative **Jan 11, 2021**
Date

SEACOAST MENTAL HEALTH CENTER, INC.

MISSION STATEMENT

The mission of Seacoast Mental Health Center is to provide a broad, comprehensive array of high quality, effective and accessible services to residents of the eastern half of Rockingham County.

Seacoast Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2020

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FINANCIAL STATEMENTS	
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Statement of Activities and Changes in Net Assets	2
Statement of Cash Flows	3
Notes to Financial Statements	4
SUPPLEMENTARY INFORMATION	
Analysis of Accounts Receivable	13
Analysis of BMHS Revenues, Receipts and Receivables	14
Statement of Functional Public Support and Revenues	15
Statement of Program Service Expenses	16



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Seacoast Mental Health Center, Inc.
Portsmouth, New Hampshire

We have audited the accompanying financial statements of Seacoast Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2020, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors of
Seacoast Mental Health Center, Inc.

Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Mental Health Center, Inc. as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 13 through 16 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Bravagan + Sargent

St. Albans, Vermont
September 24, 2020

Seacoast Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
 June 30, 2020

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 3,822,859
Accounts receivable (net of \$350,000 allowance)	1,249,335
Investments	3,787,744
Prepaid expenses	<u>125,732</u>

TOTAL CURRENT ASSETS 8,985,670

PROPERTY AND EQUIPMENT - NET 193,209

TOTAL ASSETS \$ 9,178,879

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 65,771
Deferred income	16,624
Accrued vacation	204,645
Accrued expenses	857,612
Current portion of long-term debt	<u>833,472</u>

TOTAL CURRENT LIABILITIES 1,978,124

LONG-TERM LIABILITIES

Long-term debt, less current portion	<u>1,319,601</u>
--------------------------------------	------------------

NET ASSETS

Net assets without donor restriction	<u>5,881,154</u>
--------------------------------------	------------------

TOTAL LIABILITIES AND NET ASSETS \$ 9,178,879

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2020

PUBLIC SUPPORT AND REVENUES

Public support -

Federal	\$ 278,056
State of New Hampshire - BMHS	1,038,270
Other public support	827,388
Total Public Support	<u>2,143,714</u>

Revenues -

Program service fees	14,542,954
Rental income	79,728
Other revenue	850,818
Total Revenues	<u>15,473,500</u>

TOTAL PUBLIC SUPPORT AND REVENUES

17,617,214

OPERATING EXPENSES

BBH funded program services -

Children services	4,765,513
Emergency services	1,540,142
Adult services	7,143,157
Act Team	1,547,381
Substance Use Disorder	527,705
Fairweather Lodge	829,510
REAP	345,023
Non-DMH funded program services	<u>456</u>

TOTAL EXPENSES

16,698,887

EXCESS OF PUBLIC SUPPORT AND

REVENUE OVER EXPENSES FROM OPERATIONS

918,327

OTHER INCOME

Investment Income	<u>121,335</u>
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TOTAL INCREASE IN NET ASSETS

1,039,662

NET ASSETS WITHOUT DONOR RESTRICTION, beginning

4,841,492

NET ASSETS WITHOUT DONOR RESTRICTION, ending

\$ 5,881,154

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
 For the Year Ended June 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	\$ 1,039,662
Adjustments to reconcile to net cash provided by operations:	
Depreciation	63,865
(Increase) decrease in:	
Accounts receivable - trade	(455,184)
Prepaid expenses	95,420
Restricted cash	134,866
Increase (decrease) in:	
Accounts payable & accrued liabilities	523,219
Deferred income	<u>(22,137)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,379,711</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(176,620)
Investment activity, net	<u>(3,787,744)</u>
NET CASH (USED) BY FINANCING ACTIVITIES	<u>(3,964,364)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from issuance of long-term debt	<u>2,153,073</u>
NET DECREASE IN CASH	(431,580)
CASH AT BEGINNING OF YEAR	<u>4,254,439</u>
CASH AT END OF YEAR	<u>\$ 3,822,859</u>

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Seacoast Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Basis of Presentation

The financial statements of the Center have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective July 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Center and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Revenue Recognition

Amounts received from grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses are incurred. Contributions of cash and other assets are reported as restricted if they are received with donor stipulations that limit the use of the donated assets. Contributions can be without donor restriction or with donor restriction.

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2017, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Related Organizations

The Center leases property and equipment from Seacoast Mental Health Center Resource Group, Inc. - a related non-profit corporation formed in 1985 for the benefit of Seacoast Mental Health Center, Inc. Seacoast Mental Health Center Resource Group was formed to support the operations of Seacoast Mental Health Center, Inc. by managing and renting property and raising other funds on its behalf.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 30 years.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Center considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

The Center decreased its estimate in the allowance for doubtful accounts to \$350,000 as of June 30, 2020 from \$450,000 as of June 30, 2019. This was a result of Medicaid patient accounts receivable decreasing to \$353,359 as of June 30, 2020 from \$409,844 as of June 30, 2019 and client balances decreasing to \$154,423 as of June 30, 2020 from \$245,118 as of June 30, 2019.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2020 totaled \$14,542,954, of which \$14,055,402 was revenue from third-party payors and \$487,552 was revenue from self-pay clients.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service and Case Rates.

Approximately 82% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2020. Laws and regulations governing the programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. Additionally, please refer to Note 15 regarding the MOE being waived for the year ended June 30, 2020.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$ 154,423
Insurance companies	325,424
Medicaid receivable	353,359
Medicare receivable	<u>132,132</u>
	965,338
Allowance for doubtful accounts	<u>(350,000)</u>
	<u>615,338</u>

ACCOUNTS RECEIVABLE - OTHER

BMHS	129,887
NHHF Quality Bonus Incentive	102,649
Exeter Hospital	60,212
IDN	14,345
MCO Directed Payments	252,654
State of NH - LTCSP	<u>74,250</u>
	<u>633,997</u>

TOTAL ACCOUNTS RECEIVABLE \$ 1,249,335

NOTE 4 INVESTMENTS

The Center has invested funds in various pooled funds with R.M. Davis Wealth Management. The approximate breakdown of these investments are as follows:

	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 624,731	\$ -	\$ 624,731
Fixed Income	1,712,097	30,706	1,742,803
Equities	1,172,876	58,168	1,231,044
Mutual Funds	70,000	5,009	75,009
Exchange Traded Funds	81,445	6,858	88,303
Other Assets	<u>23,520</u>	<u>2,334</u>	<u>25,854</u>
	<u>\$ 3,684,669</u>	<u>\$ 103,075</u>	<u>\$ 3,787,744</u>

Seacoast Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 4 INVESTMENTS (continued)

Investment income consisted of the following:

	<u>2020</u>
Interest and dividends	\$ 28,580
Unrealized gains	103,075
Fee expenses	<u>(10,320)</u>
TOTAL	<u>\$ 121,335</u>

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2020. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost, consists of the following:

Computer equipment	\$ 338,694
Furniture, fixtures and equipment	<u>716,285</u>
	1,054,979
Accumulated Depreciation	<u>(861,770)</u>
Net Book Value	<u>\$ 193,209</u>

Seacoast Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 7 LONG-TERM DEBT

Long-term debt consisted of the following:

2020

Note payable, Cambridge Trust Company dated May 2020.

PPP loan with the ability to be forgiven in FY 21. Interest at 1%, monthly principal and interest payments of \$120,564 beginning December 2020 due May 2022.

\$ 2,153,073
(833,472)

Less: Current Portion

\$ 1,319,601

The aggregate principal payments of the long-term debt for the next two years and thereafter are as follows:

Year Ending June 30,	Amount
2021	\$ 833,472
2022	<u>1,319,601</u>
	<u>\$ 2,153,073</u>

NOTE 8 LINE OF CREDIT

As of June 30, 2020, the Center had available a line of credit from a bank with an upper limit of \$500,000. At that date, \$- had been borrowed against the line of credit. These funds are available with an interest rate of The Wall Street Journal Prime Rate, floating. This line of credit expires on February 12, 2022.

NOTE 9 DEFERRED INCOME

NNE PTN	\$ 858
Endowment for Health	1,385
Womens Fund of NH	1,991
Transportation Grant	<u>12,390</u>
TOTAL	<u>\$ 16,624</u>

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 10 RELATED PARTY TRANSACTIONS

During the year ended June 30, 2020, the Center collected \$84,000 from Seacoast Mental Health Center Resource Group, Inc. (Resource Group) in management fees for administrative services.

A line of credit is available to the Center from Resource Group with a limit of \$500,000. Interest is charged at prime plus 1%. As of June 30, 2020 \$- had been borrowed against the line of credit and the interest rate was 6.5%. During the year ended June 30, 2020 \$- was paid to the Resource Group in interest related to this line of credit.

Operating Leases

During the year ended June 30, 2020, the Center rented properties and equipment from the Resource Group. Total rent paid for the year for property and equipment was \$657,312 and \$101,412, respectively. The Center is obligated to the Resource Group under cancelable leases to continue to rent these facilities and equipment at an annual rate of approximately \$758,724. The annual rates of rents are revisited on an annual basis.

NOTE 11 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a tax-sheltered annuity on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2020, contributions of \$221,880 were made by the Center to the plan.

NOTE 12 COMMITMENTS AND CONTINGENCIES

The Center has entered into a subscription agreement with a software vendor and is obligated to pay \$7,050 per month through December 31, 2020 in exchange for software subscription services.

NOTE 13 CONCENTRATIONS OF CREDIT RISK

Cash deposits in the Center's accounts at June 30, 2020 consist of the following:

	<u>Book Balance</u>	<u>Bank Balance</u>
Insured by FDIC*	<u>\$ 3,822,859</u>	<u>\$ 3,848,391</u>

The differences between book and bank balances are reconciling items such as deposits in transit and outstanding checks.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 13 CONCENTRATIONS OF CREDIT RISK (continued)

* The Center has entered into an Insurance Cash Sweep Deposit Placement Agreement which places funds into deposit accounts at receiving depository institutions from the Center's transaction account with Destination Institutions. Each Destination Institution is insured by the Federal Deposit Insurance Corporation (FDIC) up to the current maximum deposit insurance amount of \$250,000. Included in cash insured by FDIC as of June 30, 2020 is \$3,723,391 deposited at Destination Institutions through the Insured Cash Sweep service.

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2020 is as follows:

Due from clients	16 %
Insurance companies	34
Medicaid	36
Medicare	<u>14</u>
	<u>100 %</u>

NOTE 14 LIQUIDITY

The following reflects the Center's financial assets available within one year for general expenditures as of June 30, 2020:

Cash and Cash Equivalents	\$ 3,822,859
Accounts Receivable	1,249,335
Investments	<u>3,787,744</u>
Financial assets available within one year for general expenditures	<u>\$ 8,859,938</u>

As part of the Center's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

NOTE 15 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and property and equipment.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 15 RISKS & UNCERTAINTIES (continued)

Due to these economic uncertainties the Center applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain.

On April 1, 2020, the Center successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective only for the period of July 1, 2019 through June 30, 2020, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 24, 2020, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2020, have been incorporated into the basic financial statements herein.

SUPPLEMENTARY INFORMATION

Seacoast Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
 For the Year Ended June 30, 2020

	<u>Accounts Receivable Beginning of Year</u>	<u>Gross Fees</u>	<u>Contractual Allowances and Other Discounts Given</u>	<u>Cash Receipts</u>	<u>Accounts Receivable End of Year</u>
CLIENT FEES	\$ 245,118	\$ 1,377,986	\$ (890,434)	\$ (578,247)	\$ 154,423
BLUE CROSS / BLUE SHIELD	42,401	510,331	(200,146)	(291,178)	61,408
MEDICAID	409,844	13,620,765	(1,656,236)	(12,021,014)	353,359
MEDICARE	144,157	1,403,165	(710,086)	(705,104)	132,132
OTHER INSURANCE	289,043	1,833,366	(745,757)	(1,112,636)	264,016
ALLOWANCE FOR UNCOLLECTIBLES	<u>(450,000)</u>	<u>-</u>	<u>100,000</u>	<u>-</u>	<u>(350,000)</u>
TOTAL	<u>\$ 680,563</u>	<u>\$ 18,745,613</u>	<u>\$ (4,102,659)</u>	<u>\$ (14,708,179)</u>	<u>\$ 615,338</u>

Seacoast Mental Health Center, Inc.
ANALYSIS OF BMHS REVENUES, RECEIPTS AND RECEIVABLES
 For the Year Ended June 30, 2020

	<u>Receivable From BMHS Beginning of Year</u>	<u>BMHS Revenues Per Audited Financial Statements</u>	<u>Receipts for Year</u>	<u>Receivable From BMHS End of Year</u>
CONTRACT YEAR, June 30, 2020	\$ 15,450	\$ 1,038,270	\$ (934,849)	\$ 118,871

Analysis of Receipts:
Date of Receipt

<u>Date of Receipt</u>	<u>Amount</u>
09/24/19	\$ 64,559
10/01/19	20,702
10/16/19	87,496
10/12/19	33,122
11/07/19	109,086
12/10/19	17,105
12/20/19	108,090
01/14/20	78,943
02/04/20	81,236
03/05/20	80,700
04/14/20	66,385
04/28/20	18,872
05/07/20	109,613
05/13/20	18,402
06/16/20	17,883
06/16/20	18,402
06/16/20	34,866
06/17/20	149,201
Less: Federal Monies	<u>(179,814)</u>
	<u>\$ 934,849</u>

Seacoast Mental Health Center, Inc.
 STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
 For the Year Ended June 30, 2020

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP	Other Non/BBH
Program Service Fees:											
Net Client Fee	\$ 487,552	\$ -	\$ 487,552	\$ 176,642	\$ 6,273	\$ 232,888	\$ 40,701	\$ 29,763	\$ 1,285	\$ -	\$ -
Blue Cross/Blue Shield	310,185	-	310,185	115,159	17,723	161,568	3,004	12,731	-	-	-
Medicaid	11,964,529	-	11,964,529	5,196,370	78,545	5,740,330	558,355	250,124	140,805	-	-
Medicare	693,079	-	693,079	362	267	597,077	47,724	47,649	-	-	-
Other Insurance	1,087,609	-	1,087,609	409,383	49,415	570,926	12,492	45,393	-	-	-
Public Support - Other:											
United Way	5,000	-	5,000	2,000	-	3,000	-	-	-	-	-
Local/County Government	51,794	-	51,794	-	-	-	-	51,794	-	-	-
Donations/Contributions	106,987	83,402	23,585	1,925	-	885	200	-	-	-	20,575
Other Public Support	663,364	3,746	659,618	58,102	187,341	321,591	3,746	9,537	2,341	76,960	-
DPHS (DADAPR)	70,000	-	70,000	-	-	-	-	-	-	70,000	-
DCYF	243	-	243	243	-	-	-	-	-	-	-
Federal Funding:											
Other Federal Grants	169,822	-	169,822	5,000	-	129,822	-	-	-	35,000	-
PATH	38,234	-	38,234	-	-	-	38,234	-	-	-	-
BMHS											
Community Mental Health	1,038,270	-	1,038,270	15,236	381,789	259,174	241,702	-	369	140,000	-
Rental Income	79,728	17,712	62,016	-	-	-	-	-	62,016	-	-
Other Revenues	850,818	118,779	732,039	139,769	23,255	418,055	124,260	3,000	23,700	-	-
	<u>17,617,214</u>	<u>223,639</u>	<u>17,393,575</u>	<u>6,120,191</u>	<u>744,608</u>	<u>8,435,316</u>	<u>1,070,418</u>	<u>449,991</u>	<u>230,516</u>	<u>321,960</u>	<u>20,575</u>
Administration	-	(223,639)	223,639	80,271	9,766	110,636	14,039	5,902	3,025	-	-
TOTAL PUBLIC SUPPORT AND REVENUES	\$ 17,617,214	\$ -	\$ 17,617,214	\$ 6,200,462	\$ 754,374	\$ 8,545,952	\$ 1,084,457	\$ 455,893	\$ 233,541	\$ 321,960	\$ 20,575

Seacoast Mental Health Center, Inc.
STATEMENT OF PROGRAM SERVICE EXPENSES
For the Year Ended June 30, 2020

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP	Other Non/BBH
Personnel Costs:											
Salary and wages	\$ 11,485,451	\$ 2,293,075	\$ 9,192,376	\$ 2,628,976	\$ 994,867	\$ 3,915,919	\$ 895,633	\$ 281,265	\$ 421,121	\$ 54,595	\$ -
Employee benefits	1,545,952	170,224	1,375,728	406,345	83,538	627,910	129,502	59,346	61,572	7,515	-
Payroll Taxes	724,022	153,871	570,151	158,264	66,883	240,197	56,052	16,453	28,272	4,030	-
Professional Fees:											
Accounting/audit fees	35,530	27,291	8,239	2,866	448	3,492	716	269	448	-	-
Legal fees	28,187	20,902	7,285	-	-	-	7,285	-	-	-	-
Other professional fees	367,743	116,389	251,354	19,597	2,565	21,434	4,104	5,739	2,565	195,350	-
Staff Devel. & Training:											
Journals & publications	2,382	631	1,751	725	247	645	67	25	42	-	-
Conferences & conventions	10,676	7,639	3,037	1,961	34	775	54	179	34	-	-
Other Staff Development	45,111	4,112	40,999	4,540	411	34,279	857	366	221	325	-
Occupancy costs:											
Rent	844,688	64,613	780,075	205,368	24,662	447,307	30,829	18,497	46,906	6,506	-
Other Utilities	94,103	8,125	85,978	25,256	3,267	36,590	4,101	2,443	13,516	805	-
Maintenance & repairs	170,099	15,423	154,676	48,607	6,382	69,734	8,154	4,693	15,652	1,454	-
Consumable Supplies:											
Office	15,625	1,054	14,571	5,640	697	5,957	1,114	418	745	-	-
Building/household	47,493	2,808	44,685	12,886	1,713	15,344	2,721	1,286	9,367	1,218	150
Food	40,327	333	39,994	4,740	1,015	5,788	833	312	26,413	587	306
Medical	6,845	438	6,407	2,216	414	2,290	488	673	326	-	-
Other	352,009	27,816	324,193	111,777	17,448	135,807	27,816	10,431	17,385	3,529	-
Depreciation	63,865	4,926	58,939	22,009	3,077	24,009	4,922	1,847	3,075	-	-
Equipment rental	69,725	5,635	64,090	22,267	3,454	27,356	5,484	2,090	3,409	30	-
Equipment maintenance	1,459	72	1,387	537	43	590	83	26	107	1	-
Advertising	9,101	2,515	6,586	2,319	330	2,881	528	198	330	-	-
Printing	14,039	1,070	12,969	4,190	1,088	4,944	850	319	531	1,047	-
Telephone/communications	192,882	12,958	179,924	61,569	25,378	67,631	15,689	5,490	1,498	2,669	-
Postage/shipping	16,697	1,334	15,363	5,335	834	6,502	1,341	500	834	17	-
Transportation:											
Staff	226,730	5,213	221,517	73,941	9,071	75,932	50,040	5,044	5,142	2,347	-
Clients	22,483	-	22,483	2,881	-	1,441	1,547	8,132	8,482	-	-
Assist to Individuals:											
Client services	9,148	-	9,148	3,663	-	3,254	1,438	693	100	-	-
Insurance:											
Malpractice/bonding	44,745	3,580	41,165	14,319	2,237	17,450	3,580	1,342	2,237	-	-
Vehicles	3,361	-	3,361	527	-	810	324	-	1,700	-	-
Comp. Property/liability	107,166	8,573	98,593	34,294	5,358	41,795	8,573	3,215	5,358	-	-
Membership Dues	71,373	57,713	13,660	7,948	3,555	1,156	194	84	698	25	-
Other Expenditures	29,870	29,404	466	166	25	195	40	15	25	-	-
	16,698,887	3,047,737	13,651,150	3,895,729	1,259,041	5,839,414	1,264,959	431,390	678,111	282,050	456
Admin. Allocation	-	(3,047,737)	3,047,737	869,784	281,101	1,303,743	282,422	96,315	151,399	62,973	-
TOTAL PROGRAM EXPENSES	\$ 16,698,887	\$ -	\$ 16,698,887	\$ 4,765,513	\$ 1,540,142	\$ 7,143,157	\$ 1,547,381	\$ 527,705	\$ 829,510	\$ 345,023	\$ 456

Seacoast Mental Health Center, Inc.

Board of Directors Listing

First	Last	Employer/Affiliation	Term Begin	Term End	Officer	Committees
Monica	Kieser	Attorney	Jan-12	Jan-24	President	Audit/Finance Board Governance/Nomination Facilities
Kimberly	Hyer	Pediatrician, Hampton Pediatric Associates	Apr-97	Jun-23	Vice President	Audit/Finance Chair - Board Governance/Nomination Facilities
Mark	Cochran	Regional Sales Director B2W Software	Nov-17	Nov-23	Secretary	Development IT
Brian	Carolan	Principal & Chief Investment Officer	Mar-18	Mar-24	Treasurer	Finance
Martha	Byam	Clinical Associate Professor	Oct-20	Oct-23	N/A	Nominating
Jason	Coleman, SMSgt NHIANG	Financial Systems Analyst, United States Air Force	Feb-03	Feb-24	N/A	Facilities IT
Kathleen	Dwyer	Assistant City Attorney City of Portsmouth	Aug-13	Aug-22	N/A	Development
Sandi	Hennequin	Vice President, U.S. Public Affairs, Emera Energy	May-17	May-23	N/A	Development
Dave	Keaveny	Portsmouth Police Department	Feb-20	Feb-23	N/A	
Erin	Lawson	Principal	Jan-16	Jan-22	N/A	Development
Andy	Mamczak	Owner AMM Consulting, LLC	May-19	May-22	N/A	IT
John	Pendleton	Judge - NH Court System	Feb-06	Feb-24	N/A	Nominating
Ned	Raynolds	Employee/Owner - Commercial Solar Consultant	May-14	May-23	N/A	Facilities
Eric	Spear	Owner IT Company Precision Campes	Mar-19	Mar-22	N/A	IT
Peter	Taylor	Attorney	Jan-19	Jan-22	N/A	Development
Mary	Toumpas	Independent Compliance Consultant	Jan-19	Jan-22	N/A	Development Finance

<i>First</i>	<i>Last</i>	<i>Employer/Affiliation</i>
John	Pendleton	Attorney, Dwyer, Donovan & Pendleton, P.A.
Carole	Bunting	Retired
Jason	Coleman	Financial Systems Analyst, United States Air Force
Paul	Sorli	Proprietor, Portsmouth Gas Light Company
Anthony	Andronaco	Senior Vice President, CFO & Account Executive - Data Risk LLC
Timothy	Black	Police Officer/Attorney
Susan	Craig	Ph.D. - Consultant/Author
Kathleen	Dwyer	Assistant City Attorney City of Portsmouth
Timothy	Graff	Operations Officer, United States Air Force
Kimberly	Hyer	Pediatrician, Hampton Pediatric Associates
Lindsay	Josephs	Retired
Monica	Kieser	Attorney
Ed	Miller	Financial Advisor
Nike	Speltz	Retired
Robert	Stomicrosky	Consultant

First	Last	Employer/Affiliation	Term Begin	Term End		
Kimberly	Hyer	Pediatrician, Hampton Pediatric Associates	Apr-97	Jun-14	N/A	Facilities
Marjorie	Iafolla	Retired	Aug-94	Aug-08		
Lindsay	Josephs	Treasurer - Seacoast Consumer Alliance Peer Support Center	Jan-13	Jan-16	N/A	None
Theodore	Keith		1992	1995		
Monica	Kieser	Attorney	Jan-12	Jan-15	N/A	Audit/Finance
Gary	Marmontello	Apogent Technologies	Feb-00	Sep-02		
John	McPhee	Reverend	1976	1977		
Ed	Miller	Financial Advisor	Apr-12	Apr-15	N/A	Audit/Finance
Edward	O'Connell		1973	1977		
Deirdre	O'Leary	Artist	1994	Oct-95		
John	Pendleton	Attorney, Dwyer, Donovan & Pendleton, P.A.	Feb-06	Feb-15	President	Audit/Finance Board Governance/Nomination Development Facilities
Jodi	Philpott-Jones		1994	Oct-96		
Scott	Pope	Pope Housing	Feb-00	Nov-05		
Rona	Purdy	Retired	Sep-01	Aug-07		
Dana	Quinn	New England Signal Systems	1983	1983?		
Doris	Regan		1973	1974		
Diane	Schaefer	UNH	Nov-05	Mar-10	New Heights Advisory Board Vice Chair (Exofficio)	
Patty	Schwartz	Retired	Feb-97	Jun-12		
William	Scott	Attorney, Boynton, Waldron, Doleac and Scott, P.A.	Jun-89	Feb-13	N/A	Evaluation Nomination
Jean	Seavey		1973	1974		
C. G.	Shaffer	Educational Program Planning	Aug-10	Jan-13	Secretary	None
Joseph	Shantey	Reak Estate Broker	Oct-98	2001		
Gerald	Shattuck	Pediatrician	1973	1983?		
Robert	Simpson		1973	1978		
Paul	Sorti	Proprietor, Portsmouth Gas Light Company	Feb-00	Feb-15	Secretary	Audit/Finance Chair - Facilities
Nike	Speltz	Retired	Apr-04	Apr-16		Audit/Finance Development
Robert	Stomierosky	Consultant	Aug-94	Aug-16	N/A	Facilities
John	Tillinghast		1994?	Nov-05		
Arthur	Tuffs		1973	1978		
William	Wagner	Janitorial Service	1973	1983?		
Stephen	Witt	Granite Bank	Feb-00	Apr-03		

Geraldine A. Couture



Professional Experience

Seacoast Mental Health Center, Inc., Portsmouth, NH
Executive Director, April 2002

Seacoast Mental Health Center, Inc., Portsmouth, NH
Associate Director, March 1993 - April 2002

Interim Director of Child Adolescent and Family Services, November 2000 - Compliance Officer

Oversee fiscal and administrative functions of large community mental health center.
Coordinate development and monitoring of annual budget and state contract.

Facilitate ongoing development of team model Child, Adolescent and Family Services Department including direct supervision of management staff, regional planning and inter-agency collaboration.

Chair: Compliance Committee.

Member: Personnel, Staff Growth and Development and Quality Improvement Committees

Strafford Guidance Center, Inc., Dover, NH

Business Manager, December 1991 - March 1993

Assistant Business Manager, January 1991 - December 1991

Accounts Receivable Manager, August 1987 - January 1991

Actively oversee daily operations of Accounts Receivable Department in a community mental health center.

Participate in development and monitoring of annual budget and contract with the New Hampshire Division of Mental Health.

Rochester Site Office Manager, December 1986 - August 1987

Responsible for all daily operations of satellite office.

Administrative Assistant, June 1986 - December 1986

Provided administrative support services to the Director of the Community Support Program.

Fradco Holdings, Inc., Greensburg, PA

President, June 1984 - April 1986

Administered all functions of company dealing in coal, timber and natural gas holdings.

Educational Experience

University of New Hampshire, Durham, NH

Master of Health Administration, May 2001.

University of New Hampshire, Durham, NH

Bachelor of Science, College of Life Sciences and Agriculture, Family and Consumer Studies, May 1984

Honors and Awards

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

Membership

National Association of Reimbursement Officers, Past President

WASSFY M. HANNA, M. D.



Experience

Medical Director

Responsible for insuring the delivery of quality psychiatric care
Seacoast Mental Health Center
Portsmouth, New Hampshire
1975-Present

Medical Director

Responsible for insuring delivery of psychiatric care to children, adolescents,
and their families
Portsmouth Pavilion Adolescent Unit
Portsmouth, New Hampshire
1988-Present

Private Practice

Psychiatric treatment of adults and of children and their families
1968-Present

Chief of Psychiatry

Insure quality of psychiatric care delivered at Portsmouth Pavilion
Portsmouth Hospital
1987-1993

Director of Training

Responsible for training of Harvard Fellows in Child Psychiatry
Gaebler Training Program in Child Psychiatry
Gaebler Children's Center
Waltham, Massachusetts
1975-1985

Staff Psychiatrist

Gaebler Children's Center
Waltham, Massachusetts
1968-1975

Staff Psychiatrist

Metropolitan Hospital
Waltham, Massachusetts
1963-1965

Teaching Appointments

Assistant Clinical Professor of Psychiatry

Responsible for the education of third year Tufts University Medical Students
during their rotation in Child Psychiatry and for Tufts University residents in
Adult Psychiatry during their rotation in Child Psychiatry
Tufts University Medical School
Boston, Massachusetts
1979-1985

Clinical Instructor in Psychiatry
Responsible for training of Harvard Fellows in Child Psychiatry
Harvard Medical School
Cambridge, Massachusetts
1968-1985

Appointments

Examiner
Child Psychiatry
American Board of Psychiatry and Neurology
1986-Present

Trustee
Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire
1992-Present

Education

Graduated Cairo University Medical School
Cairo, Egypt
January, 1957

Rotating Internship
Cairo University Hospital
Cairo, Egypt
1957-1958

Residency in Neurology
Cairo University Hospital
Cairo, Egypt
1958-1960

Residency in Adult Psychiatry
Metropolitan Hospital
Waltham, Massachusetts
1961-1963

Fellowship in Child Psychiatry
Harvard Medical School
Gaebler Children's Center
Waltham, Massachusetts
1965-1967

Board Certifications

Board Certified in Neurology
Cairo University
Cairo, Egypt
1960

Board Certified in Adult Psychiatry
American Board of Psychiatry and Neurology
1971

Board Certified in Child Psychiatry
American Board of Psychiatry and Neurology
1984

Licensure

Licensed to practice medicine in New Hampshire

Licensed to practice medicine in Massachusetts

Hospital Affiliations

Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire

Exeter Hospital
Exeter, New Hampshire

Saint Elizabeth Hospital (past affiliation)
Brighton, Massachusetts

Gaebler Children's Center (past affiliation)
Waltham, Massachusetts

Professional Memberships

American Psychiatric Association

New England Council of Child Psychiatry

New Hampshire Medical Society

New Hampshire Psychiatric Society

Publications

"Attention Deficit Disorder", 1978
American Psychiatric Association Continuous Medical Education Course, Child
Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-
1983

"Elective Mutism", 1978
American Psychiatric Association Continuous Medical Education Course, Child
Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-
1983

"Enuresis", 1978

American Psychiatric Association Continuous Medical Education Course, Child
Psychiatry for the General Psychiatrist

Presented at the Annual Meeting of the American Psychiatric Association, 1979-
1983

"The Importance of Follow-up in Latency" (Gair and Hanna), 1971

Presented at the Ortho-Psychiatry Annual Meeting, 1971

"Imaginary Companion and Superego Development" (Gair and Hanna), 1968

Presented at the Annual Meeting of the American Academy of Child Psychiatry,
1968

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Geraldine Couture	President/CEO	187,103	0%	
Wassfy Hanna	Medical Director	123,609	0%	
	Effective Date 01/01/2021			



Lori A. Shlbinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 24, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu authorized the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed \$1,731,950 for crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals with the option to renew for up to two (2) additional years, effective June 23, 2020, through August 19, 2021. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County Foundation	177278	Dover, Region 9	\$173,195
Northern Human Services	177222	Conway, Region 1	\$173,195
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	\$173,195
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$173,195
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$173,195
Monadnock Family Services	177510	Keene, Region 5	\$173,195
The Community Council of Nashua, N.H.	154112	Nashua, Region 6	\$173,195
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	\$173,195
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$173,195
Center for Life Management	174116	Derry, Region 10	\$173,195
		Total:	\$1,731,950

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-092-922010-19090000 HEALTH & SOCIAL SERVICES-DEPARTMENT OF HEALTH & HUMAN SERVICES-DIV FOR BEHAVIORAL HEALTH-BUREAU OF MENTAL HEALTH SERVICES-SAMHSA GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92201909	\$108,247
2021	102-500731	Contracts for Prog Svc	92201909	\$1,298,962
2022	102-500731	Contracts for Prog Svc	92201909	\$324,741
			Total	\$1,731,950

EXPLANATION

These items are **Sole Source** because the Department, in the interest of the public's health and safety, determined that the State's community mental health centers are best positioned to effectively provide crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals. The Bureau of Mental Health Services contracts for services through the community mental health centers that are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and State regulation NH He-M403.

Due to both COVID-19 and the State of Emergency, people with serious mental illness, youth with serious emotional disturbance and new or early serious mental illness, general citizens, and healthcare professionals are expected to develop new behavioral health problems or exacerbations of such problems, including increases in depression, anxiety, trauma, and grief. The Contractors will provide services to these individuals who are under or uninsured from June 23, 2020, to August 19, 2021.

The Contractors will increase the capacity of the New Hampshire community mental health system to respond to people with behavioral health crises who are impacted by the COVID-19 pandemic using evidence-based practices. New and existing staff will receive training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; trauma-informed care; and the use of American Society of Addiction Medicine criteria for Substance Use Disorder services. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

The Department will monitor contracted services by:

- Actively and regularly collaborating with the Contractors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- Requiring the Contractors to collect key data and metrics that include client-level demographic, performance and service data.
- Requiring implementation progress reports relative to staffing and training requirements.

**His Excellency, Governor Christopher T. Sununu
and the Honorable Council**
Page 3 of 3

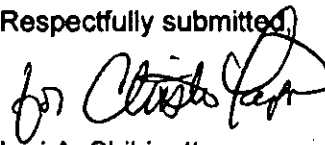
- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Rapid Response (SS-2020-DB11-07-RAPID-08)

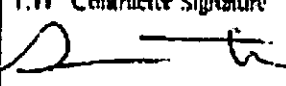
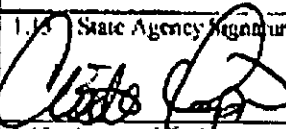
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Seacoast Mental Health Center, Inc.		1.4 Contractor Address 1145 Sagamore Ave. Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 431-6703	1.6 Account Number 05-095-092-922010- 19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation \$173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 06/03/2021		1.12 Name and Title of Contractor Signatory Geraldine Gaudet, President and CEO	
1.13 State Agency Signature  Date: 6/15/2020		1.14 Name and Title of State Agency Signatory Christine Tapan, Seacoast Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director. On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/17/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials
 DUT 6/25/20

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.

Contractor Initials
Date

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 
Date 06/03/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE:** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Date 07/23/2020

New Hampshire Department of Health and Human Services
Rapid Response

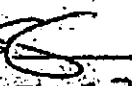


EXHIBIT B

Scope of Services

1: Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Eight (8).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.


Date 02/03/2020

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
- 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
- 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;
 - 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment; voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions, including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:
 - 1.15.1. Medication Assisted Treatment (MAT);
 - 1.15.2. Cognitive Behavioral Therapy (CBT);
 - 1.15.3. Motivational Enhancement Therapy (MET);
 - 1.15.4. Seeking Safety;

[Handwritten Signature]
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New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Eight (8), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.
- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;
 - 2.2.3. Guideline-based crisis intervention;

[Handwritten Signature]
Date *3/13/2020*

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

- 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
- 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.
 - 2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

[Handwritten Signature]
Date *10.13.20*

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement.

3. Performance Measures and Data Reporting

- 3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.
- 3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.
- 3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.
- 3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.
 - 3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.
 - 3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.
- 3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.
- 3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.
 - 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.
- 3.7. The Contractor may utilize funding in this Agreement designated for data

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. **Culturally and Linguistically Appropriate Services (CLAS)**
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 5.3. **Credits and Copyright Ownership**
 - 5.3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement: "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

Date 06/11/20

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
 - 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

[Handwritten Signature]
2/23/20

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT B

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
NH Rapid Response Program



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0 et seq.
 - 2.2. The Indirect Cost Rate of 10.00% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below.

BUDGET	
Line Item	Amount
Staffing	\$113,600
Fringe and Benefits	\$ 34,050
Personal Protective Equipment, Supplies, Technology, and Training	\$ 5,400
Data Collection	\$ 4,500
Indirect Costs on Clinical Services	\$15,295
Indirect Costs on Data Collection	\$ 450
Total	\$173,195

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served

Seacoast Mental Health Center, Inc.

Exhibit C

Contractor Initials

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Date

Rev. 01/08/19

[Signature]

New Hampshire Department of Health and Human Services
NH Rapid Response Program



EXHIBIT C

indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

New Hampshire Department of Health and Human Services
NH Rapid Response Program



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

Seacoast Mental Health Center, Inc.

Exhibit C


Contractor Initials

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Date

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Date 07/23/20

New Hampshire Department of Health and Human Services
NH Rapid Response Program



EXHIBIT C

- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
- 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
- 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
- 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

[Handwritten Signature]
[Handwritten Date: 06/03/2020]

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here:

Vendor Name:

06/03/2020
Date

[Signature]
Name: Gerardine Desjardins
Title: President and CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government-wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

06.03.2020
Date

[Signature]
Name: Gerardine Couture
Title: President and CEO

[Signature]

06.03.2020

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
Exhibit F



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

06.03.2020
Date

Name: Geraldine Courture
Title: President and CEO

Vendor Initials
Date 06.13.2020

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJD Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies, and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations) and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle-blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

B27714
Rev. 10/21/14

Page 1 of 2

Date

[Handwritten Signature]
06.03.2014

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:

06.03.2020

Date:

Name: Geraldine Cantor
Title: President and CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Opportunity of Non-Building Organizations and Whistleblower protection

Vendor Initials

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

06.03.2020
Date:


Name: Geraldine Couture
Title: President and CEO


Vendor Initials 
Date 06.03.2020



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.

New Hampshire Department of Health and Human Services



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

3/2014

Contractor Initials

Date 06.05.2014

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (f). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

[Handwritten Signature]
Date *06/18/2014*



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

Date



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

Date 06.03.2014

New Hampshire Department of Health and Human Services



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

Christie Tappin
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

6.5.2020
Date

SerVICES MENTAL HEALTH CENTER, INC.
Name of the Contractor

[Signature]
Signature of Authorized Representative

Geraldine Couture
Name of Authorized Representative

President and CEO
Title of Authorized Representative

06.03.2020
Date



New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.


Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

06.03.2020
Date


Name: Geraldine Couture
Title: President and CEO

Contractor Initials: 
Date: 06.03.2020



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 188996185
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: _____

[Handwritten Signature]
Date 6/10/08

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

[Handwritten Signature]
[Handwritten Date: 06/03/2020]

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc. without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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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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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination, and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure,
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected,
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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- DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a/ Community Partners of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020 (Informational Item T), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions To Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
May 31, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$454,235.
3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:
 3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

Original Budget	
Line Item	Amount
Staffing	\$113,500
Fringe Benefits	\$34,050
Personal Protective Equipment, Supplies, Technology and Training	\$5,400
Data Collection	\$4,500
Indirect Costs on Clinical Services	\$15,295
Indirect Costs on Data Collection	\$ 450
Total	\$173,195

Supplemental Budget	
Line Item	Amount
Staffing	\$185,265
Fringe Benefits	\$55,579
Personal Protective Equipment, Supplies, Technology and Training	\$7,990
Data Collection	\$6,658
Indirect Costs on Clinical Services	\$24,883
Indirect Costs on Data Collection	\$665
Total	\$281,040

4. Modify Exhibit C, Payment Terms, Section 4, to read:

4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
 - 4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.2 Ensure timesheets and/or time cards support the hours employees worked for wages reported under this contract, pursuant to 45 CFR Part 75.430(i)(1) Charges to Federal, which indicates awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.3 Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4 Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

DS
K. B.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/3/2021

Date

DocuSigned by:

Katja Fox

ED8D05804C63442...

Name: Katja FOX
Title: Director

Behavioral Health & Developmental Services of
Strafford County, Inc. d/b/a Community Partners of
Strafford County

8/3/2021

Date

Kathleen Boisclair

1F150E9C9A0245F...

Name: Kathleen Boisclair
Title: Board President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/3/2021

Date

DocuSigned by:

Takhmina Rakhmatova

FDF521C825C34AC...

Name: Takhmina Rakhmatova

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

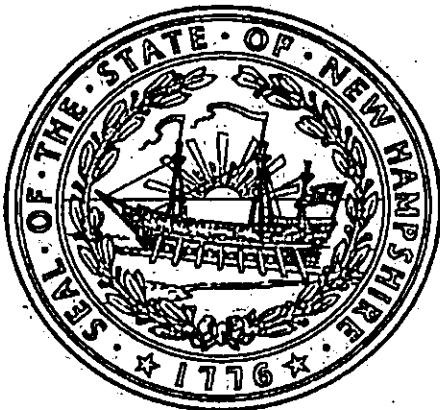
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62273

Certificate Number: 0005358975



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

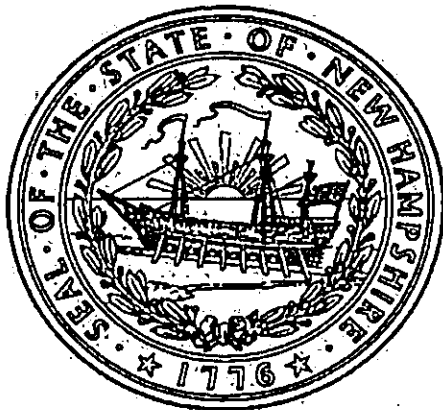
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 455172

Certificate Number: 0005359021



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Ann Landry, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Secretary of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 3, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kathleen Boisclair, President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 08/03/21

Ann Landry Digitally signed by Ann Landry
Date: 2021.08.03 09:35:05
-04'00'

Signature of Elected Officer
Name: Ann Landry
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Heather Prescott, AINS, CRIS PHONE (A/C No. Ext): (603) 689-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: hprescott@crossagency.com																					
INSURED Behavioral Health & Developmental Services of Strafford County Inc, DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td>Granite State Health Care and Human Services SIG</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Ins Co	18058	INSURER B:	Granite State Health Care and Human Services SIG		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 20-21 w/21-22 WC **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	ADDSUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability		PHPK2201387	11/01/2020	11/01/2021	EACH OCCURRENCE § 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) § 1,000,000 MED EXP (Any one person) § 20,000 PERSONAL & ADV INJURY § 1,000,000 GENERAL AGGREGATE § 3,000,000 PRODUCTS - COMP/OP AGG § 3,000,000 Professional Liability § 1,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		PHPK2201367	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) § 1,000,000 BODILY INJURY (Per person) § BODILY INJURY (Per accident) § PROPERTY DAMAGE (Per accident) § §	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION § 10,000		PHUB744713	11/01/2020	11/01/2021	EACH OCCURRENCE § 5,000,000 AGGREGATE § 5,000,000 §	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20210000393 3A: NH	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT § 1,000,000 E.L. DISEASE - EA EMPLOYEE § 1,000,000 E.L. DISEASE - POLICY LIMIT § 1,000,000
A	Directors & Officers Liability		PHSD1586210	11/01/2020	11/01/2021	Limit of insurance § 5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Confirmation of Coverage.

CERTIFICATE HOLDER

CANCELLATION

State of NH; Department of Health & Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency



Mission: Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

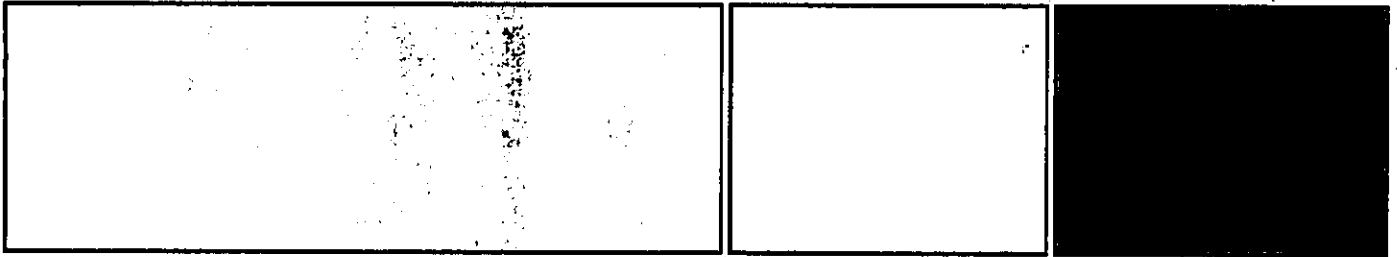
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2020 and 2019

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities, functional revenue and expenses without donor restrictions and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries
Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matters

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Changes in Accounting Principles

As discussed in Note 1 to the consolidated financial statements, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to these matters.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 3, 2020

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Financial Position

June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
ASSETS		
Cash and cash equivalents	\$ 6,801,286	\$ 4,023,971
Restricted cash	112,525	112,436
Accounts receivable, net of allowance for doubtful accounts	2,092,725	1,171,501
Grants receivable	591,940	162,264
Prepaid expenses	485,267	401,402
Property and equipment, net	<u>2,231,627</u>	<u>2,118,838</u>
 Total assets	 <u>\$12,315,370</u>	 <u>\$ 7,990,412</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 2,842,555	\$ 2,540,469
Estimated third-party liability	1,031,569	1,202,701
Operating lease payable	72,230	40,785
Loan fund	89,562	89,473
Notes payable	<u>4,159,036</u>	<u>884,773</u>
 Total liabilities	 8,194,952	 4,758,201
Net assets		
Net assets without donor restrictions	4,018,670	3,232,211
With donor restrictions	<u>101,748</u>	<u>-</u>
 Total net assets	 <u>4,120,418</u>	 <u>3,232,211</u>
 Total liabilities and net assets	 <u>\$12,315,370</u>	 <u>\$ 7,990,412</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Activities

Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	\$31,378,211	\$29,163,571
Medicare revenue	175,540	196,444
Client resources	2,176,062	1,934,005
Contract revenue	1,632,156	1,546,526
Grant income	1,700,264	1,111,668
Interest income	37,074	8,454
Other program revenue	1,340,942	722,753
Public support	119,432	123,304
Other revenue	<u>736,918</u>	<u>198,539</u>
Total public support and revenue	<u>39,296,599</u>	<u>35,005,264</u>
Expenses		
Program services		
Case management	1,040,686	1,041,170
Day programs and community support	5,160,769	5,034,457
Early support services and youth and family	4,513,949	4,196,063
Family support	643,257	634,699
Residential services	12,328,472	10,799,339
Consolidated services	4,023,490	3,599,405
Adult services	2,899,359	2,665,698
Emergency services	660,072	654,437
Other	<u>3,730,957</u>	<u>2,655,420</u>
Total program expenses	35,001,011	31,280,688
Supporting services		
General management	<u>3,509,129</u>	<u>3,438,646</u>
Total expenses	<u>38,510,140</u>	<u>34,719,334</u>
Change in net assets without donor restrictions	786,459	285,930
Changes in net assets with donor restrictions		
Grants and contributions	<u>101,748</u>	<u>-</u>
Change in net assets	888,207	285,930
Net assets, beginning of year	<u>3,232,211</u>	<u>2,946,281</u>
Net assets, end of year	<u>\$ 4,120,418</u>	<u>\$ 3,232,211</u>

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2020

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 896,389	\$ 4,040,408	\$ 5,011,919	\$ 290,867	\$ 13,303,054	\$ 4,340,039	\$ 3,205,815	\$ 55,509	\$ 234,411	\$ 31,378,211	\$ -	\$ 31,378,211
Medicare revenue	-	8,483	-	-	-	-	141,878	-	25,179	175,540	-	175,540
Client resources	25,855	39,957	729,354	-	1,105,531	25,847	157,206	23,514	68,798	2,176,062	-	2,176,062
Contract revenue	66,692	286,211	441,695	78,179	32,307	46,470	3,554	212,777	313,940	1,479,625	152,331	1,632,156
Grant income	6,530	25,185	82,068	19,116	-	1,529	58,420	1,553	1,497,990	1,692,391	7,873	1,700,264
Interest income	-	13	-	-	-	-	-	-	26	39	37,035	37,074
Other program revenue	-	18,551	27,420	-	-	-	-	-	1,284,784	1,330,755	10,187	1,340,942
Public support	13,673	2,702	10,497	15,378	-	-	28	-	72,917	115,195	4,237	119,432
Other revenue	700	63,080	-	-	488,093	60,300	41,577	1,500	41,775	708,790	28,128	736,918
Total public support and revenue	1,009,839	4,484,590	6,334,718	401,340	14,908,985	4,474,185	3,808,478	294,853	3,538,820	39,056,608	239,791	39,296,599
Expenses												
Salaries and wages	639,373	2,554,260	2,877,014	200,501	1,308,897	1,817,524	2,040,948	279,097	1,938,557	13,455,971	2,370,206	15,826,177
Employee benefits	154,673	679,863	612,719	54,696	310,437	109,780	116,426	53,131	613,305	2,705,030	435,861	3,140,691
Payroll taxes	46,388	195,495	212,631	15,114	95,342	121,480	110,366	20,626	168,278	985,721	158,453	1,144,174
Contracted substitute staff	-	5,911	7,231	-	-	-	590	-	-	13,732	-	30,980
Client treatment services	15,137	312,089	123,575	245,525	4,512,631	1,860,360	153,011	-	5,756	7,228,084	2,598	7,230,682
Professional fees and consultants	27,583	55,606	138,495	10,581	37,228	12,644	109,920	287,144	190,882	850,081	140,722	990,803
Subcontractors	-	515,479	-	-	5,771,343	80,269	-	-	-	6,367,091	-	6,367,091
Staff development and training	5,479	12,727	39,293	1,090	2,281	6,746	12,841	4,508	12,427	97,393	31,188	128,591
Rent	-	98,205	97,824	-	36,364	-	72,390	7,123	70,446	382,352	18,932	401,284
Utilities	8,347	44,653	19,777	1,320	16,041	2,118	20,549	4,697	22,150	139,652	21,908	161,558
Building maintenance and repairs	11,993	60,501	47,325	1,984	23,574	3,182	36,498	1,888	167,881	349,824	26,844	376,668
Other occupancy costs	9,081	84,201	35,347	1,436	12,844	2,304	21,901	-	43,825	211,039	5,684	217,703
Office	11,725	57,304	49,229	2,703	17,000	4,538	25,310	3,481	54,752	226,042	61,357	287,399
Building and housing	3,105	18,038	8,750	536	6,874	924	6,140	704	20,116	85,187	12,953	78,140
Client consumables	491	24,732	849	2,988	20,363	49,141	1,654	21	43,060	143,299	1,211	144,510
Medical	-	351	480	-	104	-	429	87	3,587	5,018	135	5,153
Equipment maintenance	22,946	74,773	83,469	4,566	28,705	7,312	48,518	6,017	42,943	319,249	60,942	380,191
Depreciation	16,007	73,255	42,230	3,723	31,828	5,956	17,412	2,358	42,480	235,229	30,559	265,788
Advertising	236	2,368	2,195	361	1,200	961	1,510	114	972	8,915	1,622	11,537
Printing	-	139	-	-	-	-	-	-	-	139	687	826
Telephone and communications	20,929	45,411	43,446	3,577	11,433	5,502	33,071	3,779	35,428	202,576	49,861	252,237
Postage and shipping	994	5,371	4,708	225	1,923	360	3,805	609	7,436	25,431	3,513	28,944
Transportation	10,325	148,468	19,723	2,440	49,167	109,894	21,328	513	32,697	394,755	8,040	402,795
Assistance to individuals	27,034	4,843	4,496	87,716	3,402	18,011	3,044	407	30,503	180,256	3,842	184,098
Insurance	8,419	82,016	41,173	1,862	25,208	2,980	37,730	3,745	28,145	231,279	36,622	267,900
Membership dues	23	1,198	749	5	46	9	3,236	11	108,614	113,891	3,723	117,614
Interest	398	3,714	1,221	308	4,439	495	732	33	16,737	28,077	2,760	30,857
Other	-	-	-	-	-	-	-	-	34,699	34,699	1,050	35,749
Total expenses	1,040,688	5,160,769	4,513,948	643,257	12,328,472	4,023,490	2,899,359	660,072	3,730,957	35,001,011	3,509,129	38,510,140
(Decrease) increase in net assets without restrictions	\$ (30,847)	\$ (676,179)	\$ 1,820,769	\$ (241,917)	\$ 2,580,513	\$ 450,695	\$ 709,119	\$ (365,219)	\$ (191,137)	\$ 4,055,797	\$ (3,299,338)	\$ 786,459

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2019

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 906,800	\$ 4,143,483	\$ 4,260,603	\$ 305,762	\$ 12,217,725	\$ 3,856,075	\$ 3,197,558	\$ 45,853	\$ 230,102	\$ 29,163,571	\$ -	\$ 29,163,571
Medicare revenue	-	18,238	-	-	-	-	158,215	-	19,991	198,444	-	198,444
Client resources	61,044	62,667	528,823	-	1,042,019	23,156	128,188	28,324	61,774	1,934,005	-	1,934,005
Contract revenue	105,269	308,584	404,433	78,279	18,928	46,470	700	178,823	199,984	1,340,470	208,056	1,546,526
Grant income	15,030	75,112	84,404	27,048	-	1,500	62,879	4,238	-	1,107,868	4,000	1,111,868
Interest income	-	-	-	-	-	-	-	-	-	-	8,454	8,454
Other program revenue	-	47,510	28,280	-	-	-	-	-	642,082	715,882	6,871	722,753
Public support	12,575	8,503	17,150	16,115	-	2,897	2,425	-	60,648	118,313	4,991	123,304
Other revenue	164	200	265	-	24,411	-	11,225	-	13,810	50,175	148,364	188,539
Total public support and revenue	1,100,682	4,662,307	5,321,958	425,204	13,304,083	3,930,098	3,559,000	257,038	2,066,158	34,626,528	378,736	35,005,264
Expenses												
Salaries and wages	618,554	2,591,978	2,645,378	153,744	1,186,741	1,574,898	1,882,810	282,726	1,339,135	12,255,982	2,225,787	14,481,749
Employee benefits	155,629	725,683	618,235	43,641	286,380	114,976	206,739	57,444	425,053	2,633,840	502,190	3,136,030
Payroll taxes	45,088	205,828	194,655	11,781	88,697	119,265	88,181	19,156	116,098	896,728	152,858	1,049,586
Contracted substitute staff	-	7,196	-	-	-	-	-	-	-	7,196	2,898	10,094
Client treatment services	25,457	59,794	117,396	300,788	4,080,858	1,478,668	61,671	-	13,638	6,138,268	31	6,138,299
Professional fees and consultants	38,609	58,399	108,819	7,212	102,207	14,046	81,589	274,494	70,392	752,847	90,707	843,554
Subcontractors	-	420,214	-	-	4,656,701	49,090	-	-	-	5,126,005	-	5,126,005
Staff development and training	2,207	16,017	17,068	4,437	3,185	4,499	9,656	1,069	6,381	64,488	79,033	143,521
Rent	-	99,754	93,461	-	35,450	-	70,190	7,524	51,079	357,458	18,212	376,870
Utilities	9,370	55,250	23,008	1,492	19,311	2,346	11,916	5,911	88,105	215,709	29,978	245,685
Building maintenance and repairs	14,556	71,509	43,135	2,340	50,893	3,820	21,130	533	127,740	335,556	19,436	354,992
Other occupancy costs	4,994	55,787	21,158	798	9,012	1,244	9,299	-	29,422	131,714	8,581	140,295
Office	10,417	84,185	58,760	2,411	21,475	4,191	31,806	4,850	51,698	247,593	87,522	335,115
Building and housing	3,575	15,856	8,170	722	6,394	925	4,136	578	6,883	47,237	8,711	55,948
Client consumables	849	28,388	6,315	2,897	20,369	48,308	3,894	62	11,878	122,941	1,450	124,391
Medical	-	1,389	538	-	178	-	639	74	621	3,439	272	3,711
Equipment maintenance	15,857	50,227	45,332	2,687	21,975	5,603	30,933	3,822	16,895	193,431	40,445	233,876
Depreciation	30,694	152,835	79,473	5,581	89,061	14,998	40,071	5,865	24,080	422,858	59,430	482,088
Advertising	237	1,049	1,788	25	412	67	723	58	189	4,548	1,281	5,829
Printing	-	31	368	-	-	-	82	12	30	521	845	1,368
Telephone and communications	17,280	40,314	38,423	3,011	9,469	4,559	27,879	3,968	23,495	168,396	40,737	209,133
Postage and shipping	823	5,115	4,727	147	1,817	394	3,928	696	4,414	22,051	1,740	23,791
Transportation	13,906	217,589	31,547	4,005	88,089	110,411	29,107	1,822	26,433	522,709	15,398	538,105
Assistance to individuals	23,822	2,555	3,429	84,829	15,494	42,055	1,234	182	28,885	202,385	4,565	206,950
Insurance	8,781	78,150	36,307	1,596	25,423	4,291	33,316	3,588	12,620	294,072	30,636	234,708
Membership dues	22	2,033	104	4	49	10	3,871	11	104,765	110,869	4,081	115,050
Interest	2,285	5,844	2,181	371	3,119	822	616	115	6,589	21,804	3,817	25,521
Other	-	507	-	-	-	20	-	-	68,322	70,063	7,208	77,272
Total expenses	1,041,170	5,034,457	4,198,063	834,699	10,789,339	3,599,405	2,865,898	654,437	2,655,420	31,280,888	3,438,646	34,719,334
Increase (decrease) in net assets without restrictions	\$ 59,512	\$ (372,150)	\$ 1,123,895	\$ (209,495)	\$ 2,504,744	\$ 330,693	\$ 693,302	\$ (397,399)	\$ (589,262)	\$ 3,345,640	\$ (3,059,910)	\$ 285,930

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Cash Flows

Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Change in net assets	\$ 888,207	\$ 285,930
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	265,788	482,088
Change in allowance for doubtful accounts	50,900	20,859
Increase in		
Accounts receivable	(972,124)	(303,973)
Grants receivable	(429,676)	(104,042)
Prepaid expenses	(83,865)	(21,843)
Increase (decrease) in		
Accounts payable and accrued expenses	302,086	405,683
Estimated third-party liability	(171,132)	81,650
Operating lease payable	31,445	40,785
Loan fund	89	90
	<u>(118,282)</u>	<u>887,227</u>
Net cash (used) provided by operating activities		
Cash flows from investing activities		
Acquisition of property and equipment	<u>(378,577)</u>	<u>(536,486)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	3,464,095	300,000
Principal payments on long-term borrowings	<u>(189,832)</u>	<u>(261,109)</u>
Net cash provided by financing activities	<u>3,274,263</u>	<u>38,891</u>
Net increase in cash, cash equivalents and restricted cash	2,777,404	389,632
Cash, cash equivalents and restricted cash, beginning of year	<u>4,136,407</u>	<u>3,746,775</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 6,913,811</u>	<u>\$ 4,136,407</u>
Reconciliation of cash, cash equivalents and restricted cash, end of year:		
Cash and cash equivalents	\$ 6,801,286	\$ 4,023,971
Restricted cash	<u>112,525</u>	<u>112,436</u>
	<u>\$ 6,913,811</u>	<u>\$ 4,136,407</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses for programs offered) for individuals with developmental disabilities and/or mental illness and their families. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

	<u>2020</u>	<u>2019</u>
Funds received	\$ 153,805	\$ 58,259
Funds disbursed	<u>38,327</u>	<u>40,064</u>
	<u>\$ 115,478</u>	<u>\$ 18,195</u>

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	\$ 582,844
Funds disbursed	<u>355,700</u>
	<u>\$ 227,144</u>

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Newly Adopted Accounting Principles and Reclassifications

During 2020, the Organization adopted FASB Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*. This ASU requires an entity to present restricted cash with cash and cash equivalents on the consolidated statement of cash flows, rather than reporting the change as operating activities. A reconciliation of the cash and cash equivalents and amounts generally described as restricted cash in the consolidated statement of cash flow to the consolidated statement of financial position is also required. The impact of adoption to the consolidated statement of cash flows for the year ended June 30, 2019 is an increase in cash used from operating activities of \$19,011 and an increase to cash, cash equivalents and restricted cash, beginning of year of \$93,425.

In July 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB ASC Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization during the year ended June 30, 2020 and is reflected in the accompanying consolidated financial statements. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding its consolidated financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Contributions

Contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent money market accounts and repurchase agreements as of June 30, 2020 and 2019.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2020 and 2019, allowances were recorded in the amount of \$487,805 and \$436,905, respectively.

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the asset is placed into service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	5-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

Estimated Third-Party Liability

The Organization's estimated third-party liability consists of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, and certain pass-through funds.

Functional Allocation of Expenses

The Organization's expenses are presented on a functional basis, showing basic program activities and support services. The Organization allocates expenses based on the organizational cost centers in which expenses are incurred. In certain instances, expenses are allocated between support functions and program services based on personnel time and space utilized for the related services.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the consolidated statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal year 2020 and 2019.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 6,699,538	\$ 4,023,971
Accounts receivable, net	2,092,725	1,171,501
Grants receivable	<u>591,940</u>	<u>162,264</u>
Financial assets available to meet general expenditures within one year	<u>\$ 9,384,203</u>	<u>\$ 5,357,736</u>

3. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2020 and 2019, the Organization held cash totaling \$89,562 and \$89,473, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2020 and 2019, the Organization held cash totaling \$22,963, which was restricted for this program. A corresponding amount has been recorded as a liability.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2020</u>	<u>2019</u>
Land and buildings	\$ 2,218,893	\$ 2,218,893
Building improvements	2,106,939	1,818,475
Vehicles	860,237	844,502
Equipment and furniture	<u>2,939,058</u>	<u>2,909,242</u>
	8,125,127	7,791,112
Less accumulated depreciation	<u>5,893,500</u>	<u>5,672,274</u>
	<u>\$ 2,231,627</u>	<u>\$ 2,118,838</u>

5. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 0.5%-1% over the bank's stated index, which was 4.25% at June 30, 2020. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2020 and 2019, there was no outstanding balance on the line of credit.

The Organization has an equipment line of credit agreement with a bank amounting to \$250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increased to 1.75% over the FHLB index, which was 3.75% at June 30, 2020. The line of credit has a maturity date of October 6, 2024. At June 30, 2020 and 2019, there was no outstanding balance on the line of credit.

6. Notes Payable

Notes payable consisted of the following:

	<u>2020</u>	<u>2019</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	\$ 95,635	\$ 139,608

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Note payable to a bank, paid in full during 2020.	-	29,961
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, paid in 2020.	44,249	74,560
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	96,413	111,028
Note payable to a bank, payable in monthly principal and interest payments totaling \$2,413 are due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	63,379	90,940
Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	124,756	142,559
Note payable to a bank, payable in monthly installments totaling \$3,162, including interest at 4.85%, through April 2029; collateralized by certain real estate.	272,136	296,117
Note payable to a bank, payable in monthly installments totaling \$789, including interest at 7.69%, through March 2025; collateralized by a certain vehicle.	37,468	-
Non-interest bearing note payable to the State of New Hampshire, Department of Health and Human Services (DHHS). A portion or all of the note payable will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid 180 days after the expiration of the State of Emergency declared by Governor of New Hampshire. Subsequent to June 30, 2020, the State of Emergency was extended through August 7, 2020. Management intends to apply for forgiveness once it becomes available. This loan is unsecured, but is guaranteed by the U.S. Small Business Administration.	50,000	-

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
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Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Payroll Protection Program (PPP) loan to a Bank borrowed in April 2020. A portion or all of the PPP loan will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid over two years at a fixed interest rate of 1%. Management intends to apply for forgiveness once it becomes available. At June 30, 2020, the Organization has not yet applied for forgiveness. This loan is unsecured.

	<u>3,375,000</u>	<u>-</u>
	<u>\$ 4,159,036</u>	<u>\$ 884,773</u>

The scheduled maturities of long-term debt are as follows:

2021	\$ 1,336,614
2022	1,847,393
2023	652,928
2024	77,240
2025	76,593
Thereafter	<u>168,268</u>
	<u>\$ 4,159,036</u>

Cash paid for interest approximates interest expense.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was \$401,284 in 2020 and \$376,670 in 2019.

Future minimum operating lease payments are as follows:

2021	\$ 426,200
2022	401,560
2023	384,589
2024	347,614
2025	283,355
Thereafter	<u>2,211,640</u>
	<u>\$ 4,054,958</u>

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Litigation

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

8. Concentrations

For the years ended June 30, 2020 and 2019, approximately 80% and 83%, respectively, of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	<u>2020</u>	<u>2019</u>
Developmental Services	\$ 1,532,231	\$ 681,243
Behavioral Health Services	<u>82,757</u>	<u>133,889</u>
	<u>\$ 1,614,988</u>	<u>\$ 815,132</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2022.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2021.

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2020 and 2019, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2020 were \$404,476 and during the year ended June 30, 2019 were \$377,307. The total expense for the year ended June 30, 2020 for the Developmental Services division was \$241,646, and for the Behavioral Health Services division was \$162,830. The total expense for the year ended June 30, 2019 for the Developmental Services division was \$226,774, and for the Behavioral Health Services division was \$150,533.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 3, 2020, which is the date that the consolidated financial statements were available to be issued.

11. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding.

SUPPLEMENTARY INFORMATION

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2020 and 2019

	2020					2019						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
ASSETS												
Cash and cash equivalents	\$ 4,852,149	\$ 1,822,816	\$ 1,125	\$ 125,396	\$ -	\$ 6,801,286	\$ 2,426,960	\$ 1,484,207	\$ 1,138	\$ 111,666	\$ -	\$ 4,023,971
Restricted cash	112,625	-	-	-	-	112,625	112,436	-	-	-	-	112,436
Accounts receivable, net of allowance for doubtful accounts	1,764,753	732,514	34	101,748	(496,324)	2,092,725	939,082	718,471	76	-	(486,128)	1,171,501
Grants receivable	319,109	272,831	-	-	-	591,940	18,998	143,266	-	-	-	162,264
Prepaid expenses	267,688	217,679	-	-	-	485,267	222,496	178,906	-	-	-	401,402
Interest in net assets of subsidiaries	225,181	-	-	-	(225,181)	-	109,646	-	-	-	(109,646)	-
Property and equipment, net	1,663,374	348,253	-	-	-	2,231,627	1,746,611	372,227	-	-	-	2,118,838
Total assets	\$ 9,414,679	\$ 3,393,893	\$ 1,159	\$ 227,144	\$ (721,505)	\$ 12,315,370	\$ 5,576,229	\$ 2,897,077	\$ 1,214	\$ 111,666	\$ (595,774)	\$ 7,990,412
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	\$ 2,705,799	\$ 629,958	\$ 3,122	\$ -	\$ (496,324)	\$ 2,842,555	\$ 2,479,415	\$ 543,949	\$ 3,233	\$ -	\$ (486,128)	\$ 2,540,469
Estimated third-party liability	662,676	368,893	-	-	-	1,031,569	754,211	448,490	-	-	-	1,202,701
Operating lease payable	17,884	54,346	-	-	-	72,230	10,098	30,687	-	-	-	40,785
Loan fund	89,662	-	-	-	-	89,662	89,473	-	-	-	-	89,473
Notes payable	4,114,787	44,249	-	-	-	4,159,036	810,213	74,560	-	-	-	884,773
Total liabilities	7,690,708	1,097,446	3,122	-	(496,324)	8,194,952	4,143,410	1,097,686	3,233	-	(486,128)	4,758,201
Net assets (deficit)												
Net assets (deficit) without donor restrictions	1,722,223	2,296,447	(1,963)	125,396	(123,433)	4,018,670	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211
With donor restrictions	101,748	-	-	101,748	(101,748)	101,748	-	-	-	-	-	-
Total net assets (deficit)	1,823,971	2,296,447	(1,963)	227,144	(225,181)	4,120,418	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211
Total liabilities and net assets (deficit)	\$ 9,414,679	\$ 3,393,893	\$ 1,159	\$ 227,144	\$ (721,505)	\$ 12,315,370	\$ 5,576,229	\$ 2,897,077	\$ 1,214	\$ 111,666	\$ (595,774)	\$ 7,990,412

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2020 and 2019

	2020					2019						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in net assets (deficit) without donor restrictions												
Public support and revenue												
Medicaid revenue	\$ 23,575,343	\$ 7,802,868	\$ -	\$ -	\$ -	\$ 31,378,211	\$ 22,008,443	\$ 7,155,128	\$ -	\$ -	\$ -	\$ 29,163,571
Medicare revenue	-	175,540	-	-	-	175,540	-	196,444	-	-	-	196,444
Client resources	1,583,678	592,384	-	-	-	2,176,062	1,503,668	430,337	-	-	-	1,934,005
Contract revenue	675,812	956,344	-	-	-	1,632,156	683,560	662,966	-	-	-	1,346,526
Grant income	278,171	1,422,093	-	-	-	1,700,264	302,778	808,890	-	-	-	1,111,668
Interest income	21,184	15,890	-	-	-	37,074	4,289	4,165	-	-	-	8,454
Other program income	1,340,942	-	-	-	-	1,340,942	722,753	-	-	-	-	722,753
Public support	65,464	2,847	-	51,321	-	119,432	55,233	9,905	-	58,166	-	123,304
Other revenue	681,602	68,411	9,060	736	(22,791)	736,918	53,570	163,070	9,057	93	(27,251)	198,539
Total public support and revenue	28,222,096	11,036,177	9,060	52,057	(22,791)	39,296,599	25,334,294	9,630,905	9,057	58,259	(27,251)	35,005,284
Expenses												
Program services												
Case management	1,040,686	-	-	-	-	1,040,686	1,041,170	-	-	-	-	1,041,170
Day programs and community support	4,169,526	991,243	-	-	-	5,160,769	4,117,219	917,238	-	-	-	5,034,457
Early support services and youth and family	1,892,618	2,621,331	-	-	-	4,513,949	1,614,339	2,581,724	-	-	-	4,196,063
Family support	643,257	-	-	-	-	643,257	634,699	-	-	-	-	634,699
Residential services	12,328,472	-	-	-	-	12,328,472	10,799,339	-	-	-	-	10,799,339
Consolidated services	4,023,490	-	-	-	-	4,023,490	3,599,405	-	-	-	-	3,599,405
Adult services	212,701	2,686,658	-	-	-	2,899,359	123,658	2,542,040	-	-	-	2,665,698
Emergency services	-	660,072	-	-	-	660,072	-	654,437	-	-	-	654,437
Other	1,709,045	1,983,685	9,004	38,327	(9,004)	3,730,957	1,133,366	1,481,890	9,164	40,064	(9,164)	2,655,420
Total program expenses	26,019,795	8,942,889	9,004	38,327	(9,004)	35,001,011	23,063,195	8,177,429	9,164	40,064	(9,164)	31,280,688
Supporting services												
General management	1,912,897	1,596,232	-	-	-	3,509,129	1,918,268	1,522,278	-	-	-	3,438,846
Total expenses	27,932,692	10,539,121	9,004	38,327	(9,004)	38,510,140	24,979,563	9,699,707	9,164	40,064	(9,164)	34,719,334
Change in net assets (deficit) without donor restrictions	289,404	497,056	56	13,730	(13,787)	786,459	354,731	(68,802)	(107)	18,195	(18,087)	285,930
Changes in net assets with donor restrictions												
Grants and contributions	101,748	-	-	101,748	(101,748)	101,748	-	-	-	-	-	-
Change in net assets (deficit)	391,152	497,056	56	115,478	(115,535)	888,207	354,731	(68,802)	(107)	18,195	(18,087)	285,930
Net assets (deficit), beginning of year	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211	1,078,088	1,868,193	(1,912)	93,471	(91,559)	2,946,281
Net assets (deficit), end of year	\$ 1,823,971	\$ 2,296,447	\$ (1,963)	\$ 227,144	\$ (225,181)	\$ 4,120,418	\$ 1,432,819	\$ 1,799,391	\$ (2,019)	\$ 111,666	\$ (109,646)	\$ 3,232,211



Community Partners BOARD OF DIRECTORS 2020-2021

PRESIDENT

Kathleen Boisclair (Joined 9/25/12)

TREASURER

Anthony Demers (Joined 01/20/15)

VICE PRESIDENT

Wayne Goss (Joined 1/28/14)

SECRETARY

Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kerri Larkin (C) (Joined 11/23/10)	Bryant Hardwick (Joined 2/22/11)
Kristine Baber (Joined 4/26/13)	Judge Daniel Cappiello (Joined 03/22/14)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 8/23/16)	Phillip Vancelette (Joined 5/31/17)	Gary Gletow (Joined 10/23/18)
Paula McWilliam (Joined 12/18/18)	Mark Santoski (Joined 9/24/19)	Margaret (Maggie) Wallace (Joined 9/24/19)

BRIAN J. COLLINS

Summary:

A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

Experience:

1995 - Present

Executive Director

**Behavioral Health & Developmental Services of Strafford County, Inc.,
D/B/A Community Partners of Strafford County, Dover, NH**

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and \$25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's \$324K negative total net assets upon arrival to \$3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impeding bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

Brian Collins

Page 2

and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

**Executive Director
The Plus Company, Nashua, NH**

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost \$500,000 over a prior five-year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund-raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989

**Program Planning and Review Specialist
New Hampshire DMHDS, Concord, NH**

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.

Brian Collins

Page 3

1982 - 1985

**Quality Assurance Administrator,
Training Coordinator, New Hampshire DMHDS**

Quality: Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

Training: Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

Education:

**Masters in Public Administration, University of New Hampshire
BA, Communications, Boston College Evening School**

Advisory Boards:

Advisory Board, University of New Hampshire Institute on Disability (UAP)
University of Hartford Rehabilitation Training Program
Virginia Commonwealth University Rehabilitation Research and Training Center.
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.
Overseeing services to children with disabilities from birth to-age three.
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities

Memberships:

The Association for Persons with Severe Handicaps (TASH)
American Association on Mental Retardation (AAMR)
National Rehabilitation Association (NRA)
New Hampshire Rehabilitation Association (NHRA)
American Network of Community Options and Resources

Suzanne Bagdasarian



Business Experience

2001 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2019 – Present

Responsible for directing the overall financial and administrative management of this \$35 million agency, including Facilities, and IT.

Controller 2001 – 2018

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- Accomplished "clean" annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with oversight for cash management, accounts payable, billing & collections, payroll and accounts receivable functions.
- Developed the agency budget including reporting functionality for monitoring performance.
- Project Manager for conversion of electronic health record.

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

- Responsible for all internal and external financial functions including general accounting, financial analysis, system operations, and reporting for Hospitals and Physicians.
- Reorganized and redesigned department staff functions, improved quality of provider financial reporting and reduced monthly financial close and reporting time by 30%.
- Responsible for the quality and integrity of medical expense data representing 85% of the company's expenses.

Budget Manager – 1999- 2000

- Developed and prepared \$1.7 billion medical care and \$65 million Network Management administrative budget in collaboration with department Directors and Vice Presidents.
- Prepared scenario analysis, year-end, and multi-year financial projections and established cost allocations for administrative budget.

Supervisor NNE- Financial & Utilization Analysis Department = 1997-1999

- Established and supervised a new department responsible for financial and utilization analysis for Hospitals and Physicians located in Maine and New Hampshire.
- Created financial models and scenario analysis supporting contract negotiations with Hospitals and Physicians.

Suzanne Bagdasarian

Page 2

Financial & Utilization Analyst- 1994 – 1997

- Monitored medical expenses and utilization patterns identifying cost saving opportunities.
- Produced, analyzed, and presented financial and utilization data to Senior Management and external Hospitals and Physicians.

1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA

Staff Accountant

- Responsible for daily and monthly account receivable posting and reconciliation.
- Performed internal audits of field offices and external bank audits.

Education

M.B.A., Economics, 1999, Bentley College, Waltham MA

B.S., Accounting & Business Management, 1991, Rivier College, Nashua, NH

Christopher D. Kozak

SENIOR MANAGEMENT

Profiler

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

Professional Experience

Community Partners

Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Operating Officer (4/12 – present)

Director of Quality Improvement (10/10 – 4/12)

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

Accomplishments

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing managers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – Present

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc.

Bedford, MA August 2006 – July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>\$9 million).
- Member of the Senior Management Team that successfully secured \$7.5 million of B-round

financing.

Landmark Solutions, LLC (A.K.A. BHN)

Concord, NH September 1998 – September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 – 8/06)

Director of Behavioral Health Services (8/98 – 7/03)

Complete responsibility for the managed care product including \$3.5 million operating budget, \$18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

Accomplishments

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
- Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
- Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
- Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
- Brought credentialing process in-house resulting in a 66% reduction in operating costs.
- Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
- Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions.

CNR Health, Inc.

Milwaukee, WI August 1991 – September 1998

A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.

Director of Case Management

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

Accomplishments

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
- Directly responsible for a \$2.5 million dollar operating budget.

Education

North Dakota State University, Fargo, ND
Bachelor of Science in Psychology, 5/87
 Minor: Statistics

Marquette University, Milwaukee, WI
Master of Science in Clinical Psychology, 8/89

Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

CURRICULUM VITAE

NAME	Robert John Allister, M.D.	
ADDRESS	25 Old Doyer Rd. Rochester, NH 03867 (603) 35-6470	
CERTIFICATION	Diplomate National Board of Medical Examiners	1974
	American Board of Psychiatry and Neurology	1980
LICENSURE	Pennsylvania, Wisconsin, California, Maine, New Hampshire,	
EDUCATION	University of Wisconsin Hospitals Madison, WI Psychiatric Resident	1972-1975
	Chief Resident	1974-1975
	University of Wisconsin Medical School Madison, WI M.D.	1973
	Carthage College Kenosha, WI B.A. Cum Laude	1969
PROFESSIONAL EXPERIENCE	<u>Community Partners</u> (Medical Director)	12/03 to Present
	<u>Behavioral Health Services</u> (Medical Director)	10/01 to 12/03
	<u>Strafford Guidance Center, Inc.</u> (Medical Director)	1996 to 10/01
	<u>Penn Group Medical Associates</u> <u>HealthAmerica</u> Pittsburgh, PA.	1993-1996

Robert J. Allister, Page 2

Chief of Psychiatry

*Administrative duties included supervision of eight psychiatrists, quality assurance, utilization review, and all aspects of budget and program planning.

*Primary provider for inpatient treatment plan.

*Outpatient practice in an interdisciplinary team model.

*Psychiatric Medical Director for managed care network products.

*Member of Penn Group Medical Associates Executive Committee.

Alameda County Health Care Services 1988-1993
Highland General Hospital
John George Psychiatric Pavilion
Oakland, CA

Chief Psychiatrist

*Supervised 30 to 35 full-time and part-time psychiatrists in emergency room, inpatient, crisis and consultation/liaison services.

*Direct patient care in psychiatric emergency room and inpatient units.

*Participated in Quality Assurance and Utilization Review Committees.

*Member of hospital Executive Committee.

Alameda County Health Care Services 1981-1988
Highland General Hospital
Oakland, CA

Chief, Inpatient Psychiatry and
and consultation/Liaison Services

*Supervised 7 psychiatrists and 2 psychologists. Provided direct patient care on inpatient and consultation/liaison services.

*Participated in quality improvement and utilization review.

Robert J. Allister, M.D., Page 3

Alameda County Health Care Services 1978-1981
Highland General Hospital
Oakland, CA

Chief, Criminal Justice Inpatient Service
*Chief of forensic inpatient unit.

Alameda County Health Care 1975-1978
Criminal Justice Mental Health
Oakland, CA

Head Clinician and Staff Psychiatrist

San Francisco General Hospital 1976
Psychiatric Emergency Services
San Francisco, CA

Psychiatrist, part-time

Psychiatric Clinic 1974-1975
Janesville, WI

Psychiatrist, private practice.

Susan Huebel, MA



Seeking a mid level Master's position in the field of Counseling/ Social Services

Authorized to work in the US for any employer

Work Experience

Emergency Services Clinician

Community Partners - Rochester, NH

August 2012 to Present

- Provide clinical assessments/ evaluations in a hospital setting/ rapid assessment and multiaxial diagnoses through interactions with patients and collaterals in determining current psychiatric care needs for patients from children to elder adults.
- Use evidence-based approach to assess and arrive at appropriate disposition to maintain behavioral health care in the least restrictive and appropriate setting.
- For patients needing/ meeting IEA criteria; completing an IEA petition and providing testament when required for inpatient emergency admission.
- Make referrals to and coordinate with appropriate community agencies and programs for care.
- Obtain insurance authorizations for patients needing psychiatric inpatient hospitalization.
- Ability to organize time and establish priorities; communicate in written, electronic, and verbal formats; give and receive information related to patient to hospital providers, social worker, nursing, and other pertinent hospital staff in collaborating patient care.
- Exercise appropriate and effective judgments and decisions based on objective criteria/ information gathered.

Clinical Case Manager/ Therapist

Community Partners - Rochester, NH

October 2007 to Present

- Provided a full range of office based therapeutic modalities and case management services to include: intake/ psychosocial assessment, eligibility determination, individual and group psychotherapy using evidence based practices for a variety of mental health concerns (CBT/DBT, Trauma Intervention treatment/ CBT for PTSD, Crisis Prevention and Intervention, and assessing and managing suicide risk/ cognitive, behavioral, and educational) while working in a team.
- Coordinating clinical care with an interdisciplinary treatment team (SW, psychiatry, nursing), and other community providers.
- Communicate multiaxial diagnosis and assessment to treatment team and develop clinical written treatment plan, and communicating course of treatment verbally in team meetings and ongoing in client chart.
- Provide appropriate referrals to various community agencies as needed.
- Completing documentation efficiently both clinical and administrative.

- Demonstrating a caring and professional attitude, professional and ethical behavior towards clients, families, staff, and collateral contacts both within the agency and the community.

Counselor

The Mental Health Center Of Greater Manchester Inc - Manchester, NH
March 2003 to October 2007

- Provide psychotherapeutic crisis intervention and supportive counseling for adult clients experiencing acute psychiatric impairments of various psychiatric illnesses in acute care milieu.
- Conduct intake service for an inpatient crisis care unit, and ongoing case management to collaborate with other agency and community involved providers during client admission.
- Facilitate psychoeducational group therapeutic intervention via CBT/DBT/ IMR/ WRAP/ SUD.
- Collaborate with treatment team of nursing, psychiatry, social work in the development and implementation of appropriate clinical treatment plan.
- Collaborate with internal treatment teams (ES, CSP, MCST, GCTT) and external service agencies for client care and aftercare disposition.
- Participated in several professional clinical training and development i.e. Suicide Prevention, Dialectical Behavior Therapy, Revocation Procedures for Conditional Discharges and Involuntary Emergency Admissions

Counselor

TRIO Student Support Services - Manchester, NH
February 2002 to December 2002

- Provided academic, career, and personal counseling to racially and culturally diverse high risk population of disadvantaged/ first generation college students.
- Conducted career and transfer assessments, monitored student participant progress, and maintained appropriate student records while offering support/ advisement.
- Planned, organized and facilitated career, academic, and personal workshops for TRIO students.

Education

Master of Arts In Clinical Mental Health Counseling

Rivier University - Nashua, NH
September 2001 to May 2007

Bachelor of Arts In Psychology

Merrimack College - North Andover, MA
September 1993 to May 2000

Skills

- Behavioral Therapy
- Cognitive Behavioral Therapy
- Group Therapy
- Motivational Interviewing
- Case Management
- Crisis Intervention

- Individual / Group Counseling
- PTSD Care
- Psychosocial Assessment
- Crisis Assessment and Intervention
- Proficient in Microsoft Office Applications
- Suicide Risk Assessment
- Psychosocial assessment
- Behavioral Health
- Medical Records
- Intake Experience
- Crisis Management
- Social Work
- Child & Family Counseling
- Mental Health Counseling

Awards

Psi Chi National Honor Society
May 2000

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Name of Program/Service: Rapid Response Grant

BUDGET PERIOD:		9/30/21 - 5/30/22	
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Collins, Brian, Executive Director	\$246,552	0.00%	\$0.00
Kozak, Christopher, C. O. O.	\$103,000	0.00%	\$0.00
Bagdasarian, Suzanne, C.F.O.	\$130,000	0.00%	\$0.00
Susan Huebel, Emergency Clinician	\$60,000	75.00%	\$45,000.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$45,000.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



Lori A. Shiblette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 24, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu authorized the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed \$1,731,950 for crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals with the option to renew for up to two (2) additional years, effective June 23, 2020, through August 19, 2021. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County Foundation	177278	Dover, Region 9	\$173,195
Northern Human Services	177222	Conway, Region 1	\$173,195
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	\$173,195
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$173,195
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$173,195
Monadnock Family Services	177510	Keene, Region 5	\$173,195
The Community Council of Nashua, N.H.	154112	Nashua, Region 6	\$173,195
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	\$173,195
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$173,195
Center for Life Management	174116	Derry, Region 10	\$173,195
		Total:	\$1,731,950

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-092-922010-19090000 HEALTH & SOCIAL SERVICES-DEPARTMENT OF HEALTH & HUMAN SERVICES-DIV FOR BEHAVIORAL HEALTH-BUREAU OF MENTAL HEALTH SERVICES-SAMHSA GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92201909	\$108,247
2021	102-500731	Contracts for Prog Svc	92201909	\$1,298,962
2022	102-500731	Contracts for Prog Svc	92201909	\$324,741
			Total	\$1,731,950

EXPLANATION

These items are **Sole Source** because the Department, in the interest of the public's health and safety, determined that the State's community mental health centers are best positioned to effectively provide crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals. The Bureau of Mental Health Services contracts for services through the community mental health centers that are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and State regulation NH He-M403.

Due to both COVID-19 and the State of Emergency, people with serious mental illness, youth with serious emotional disturbance and new or early serious mental illness, general citizens, and healthcare professionals are expected to develop new behavioral health problems or exacerbations of such problems, including increases in depression, anxiety, trauma, and grief. The Contractors will provide services to these individuals who are under or uninsured from June 23, 2020, to August 19, 2021.

The Contractors will increase the capacity of the New Hampshire community mental health system to respond to people with behavioral health crises who are impacted by the COVID-19 pandemic using evidence-based practices. New and existing staff will receive training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; trauma-informed care; and the use of American Society of Addiction Medicine criteria for Substance Use Disorder services. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

The Department will monitor contracted services by:

- Actively and regularly collaborating with the Contractors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- Requiring the Contractors to collect key data and metrics that include client-level demographic, performance and service data.
- Requiring implementation progress reports relative to staffing and training requirements.

**His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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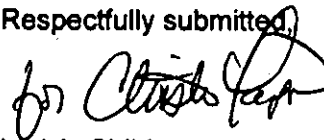
- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Rapid Response (SS-2020-DBH-07-RAPID-09)

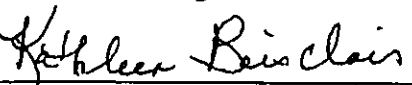
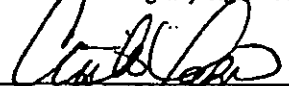
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Rd., Suite 1 Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-9300	1.6 Account Number 05-095-092-922010- 19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation \$173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/3/2020		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 State Agency Signature  Date: 6.5.2020		1.14 Name and Title of State Agency Signatory Christine Tapan, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/17/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials K.B.
 Date 6/3/2020

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.

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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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
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EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Nine (9).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.

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EXHIBIT B

- 1.5.3.2. Train additional staff as described in Subsection 2.2.
- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
 - 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
 - 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;

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- 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;
- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of, needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:

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New Hampshire Department of Health and Human Services
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EXHIBIT B

- 1.15.1. Medication Assisted Treatment (MAT);
- 1.15.2. Cognitive Behavioral Therapy (CBT);
- 1.15.3. Motivational Enhancement Therapy (MET);
- 1.15.4. Seeking Safety;
- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services;
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources; and
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Nine (9), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.

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EXHIBIT B

- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;
 - 2.2.3. Guideline-based crisis intervention;
 - 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
 - 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.

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New Hampshire Department of Health and Human Services
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EXHIBIT B

2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.

3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.

3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.

3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.

3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.

3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.

3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.

3.6. The Contractor shall enter GPRA information obtained from each individual into

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**New Hampshire Department of Health and Human Services
Rapid Response**



EXHIBIT B

the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.

- 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.
- 3.7. The Contractor may utilize funding in this Agreement designated for data infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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Rapid Response



EXHIBIT B

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

- 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all

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such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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New Hampshire Department of Health and Human Services
 NH Rapid Response Program



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Indirect Cost Rate of 10.00% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

BUDGET	
Line Item	Amount Amount
Staffing	\$113,500
Fringe and Benefits	\$ 34,050
Personal Protective Equipment, Supplies, Technology, and Training	\$ 5,400
Data Collection	\$ 4,500
Indirect Costs on Clinical Services	\$ 15,295
Indirect Costs on Data Collection	\$ 450
Total	\$173,195

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a

Behavioral Health & Developmental Services
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Exhibit C

Contractor Initials K.B.

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New Hampshire Department of Health and Human Services
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EXHIBIT C

co-payment or deductible for which the individual served indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

Behavioral Health & Developmental Services
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Exhibit C

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EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part

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EXHIBIT C

200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
 - 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
 - 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
 - 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR 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

Vendor Initials K. B.
Date 6/3/2020

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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:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Vendor Initials K.B.
Date 6/3/2020

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials K.B.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The 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:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials K.B.

Date 6/3/2020

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1:3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Vendor Initials K.B.
Date 6/3/2020

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

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New Hampshire Department of Health and Human Services

Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Contractor Initials K.B.

Date 6/3/2020

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Date 6/3/2020

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Contractor Initials K.B.

Date 6/3/2020

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials K.B.

Date 6/3/2020

New Hampshire Department of Health and Human Services



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
 The State
Christie Tapan
 Signature of Authorized Representative
Christie Tapan
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
6.5.2020
 Date

Behavioral Health & Developmental Services of Strafford County, Inc.
 d/b/a Community Partners
 Name of the Contractor
Kathleen Boisclair
 Signature of Authorized Representative
 Kathleen Boisclair
 Name of Authorized Representative
 President
 Title of Authorized Representative
6/3/2020
 Date

New Hampshire Department of Health and Human Services
Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Contractor Initials K.B.
Date 6/3/2020

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 149406691

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data, by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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 Health and Human Services
Amendment #1**

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center for Southern New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020 (Informational Item T), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions To Standard Contract Provisions, Section 1., Revisions to Form P-37, Subsection 1.2., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
May 31, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$454,235.
3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:
 3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

Original Budget	
Line Item	Amount
Staffing	\$113,500
Fringe Benefits	\$ 34,050
Personal Protective Equipment, Supplies, Technology and Training	\$5,400
Data Collection	\$ 4,500
Indirect Costs on Clinical Services	\$15,295
Indirect Costs on Data Collection	\$450
Total	\$173,195

Supplemental Budget	
Line Item	Amount
Staffing	\$185,265
Fringe Benefits	\$55,579
Personal Protective Equipment, Supplies, Technology and Training	\$7,990
Data Collection	\$6,658
Indirect Costs on Clinical Services	\$24,883
Indirect Costs on Data Collection	\$665
Total	\$281,040

4. Modify Exhibit C, Payment Terms, Section 4, to read:
4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
- 4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.2 Ensure timesheets and/or time cards support the hours employees worked for wages reported under this contract, pursuant to 45 CFR Part 75.430(i)(1) Charges to Federal, which indicates awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4. Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/30/2021

Date

DocuSigned by:
Katja Fox
ED9D05B04C63442...

Name: Katja Fox
Title: Director

The Mental Health Center for Southern New Hampshire

7/29/2021

Date

DocuSigned by:
Vic Topo
D17A753E36A140A...

Name: Vic Topo
Title: ceo

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/30/2021

Date

DocuSigned by:
Takhmina Rakhmatova
FDF521C825C34AC...

Name: Takhmina Rakhmatova

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire, on April 17, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61791

Certificate Number: 0005362146



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of May A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Susan Davis, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Mental Health Center for Southern NH d/b/a CLM Center for Life Management
(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 July 29, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Vic Topo, President/CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Mental Health Center for Southern NH d/b/a CLM Center for Life Management to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: July 29, 2021



Signature of Elected Officer
Name: Susan Davis
Title: Secretary, Board of Directors

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MISSION STATEMENT

To promote the health and well-being of individuals, families and organizations. We accomplish this through professional, caring and comprehensive behavioral health care services and by partnering with other organizations that share our philosophy.

THE MENTAL HEALTH CENTER FOR
SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE
MANAGEMENT AND AFFILIATES

CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years ended June 30, 2020 and 2019

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Years ended June 30, 2020 and 2019

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Independent Auditor's Report

To the Board of Directors of
The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management and Affiliates

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates (a nonprofit organization), which are comprised of the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 18-24 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 16, 2020, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting and compliance.

Change in Accounting Principle

As described in Note 1 of the financial statements, in 2020, the organization adopted ASU 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to this matter.

Wendy White of Assoc, LLC

Essex Junction, Vermont
Registration number VT092.0000684
December 16, 2020

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE

D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Financial Position

June 30, 2020 and 2019

	<u>ASSETS</u>	
	<u>2020</u>	<u>2019</u>
Current assets:		
Cash and cash equivalents	\$ 3,980,700	\$ 1,662,875
Accounts receivable, net	848,651	943,181
Other receivables	193,213	284,929
Prepaid expenses	121,456	93,768
Security deposit	11,087	11,087
Total current assets	<u>5,155,107</u>	<u>2,995,840</u>
Property and equipment, net	<u>3,621,331</u>	<u>3,715,469</u>
Total assets	<u>\$ 8,776,438</u>	<u>\$ 6,711,309</u>
	<u>LIABILITIES AND NET ASSETS</u>	
Current liabilities:		
Current portion of long term debt	\$ 98,538	\$ 93,538
Accounts payable	47,019	76,558
Accrued payroll and payroll liabilities	641,109	402,801
Accrued vacation	383,284	372,138
Accrued expenses	41,576	18,961
Deferred revenue	8,000	11,980
Total current liabilities	<u>1,219,526</u>	<u>975,976</u>
Long term liabilities		
Interest rate swap agreement	163,783	58,030
PMPM reserve	210,687	225,000
Paycheck protection program note payable	2,212,100	-
Long term debt, less current portion	<u>2,116,679</u>	<u>2,215,250</u>
Total long term liabilities	<u>4,703,249</u>	<u>2,498,280</u>
Total liabilities	5,922,775	3,474,256
Net assets		
Without donor restrictions	2,802,763	3,237,053
With donor restrictions	50,900	-
Total net assets	<u>2,853,663</u>	<u>3,237,053</u>
Total liabilities and net assets	<u>\$ 8,776,438</u>	<u>\$ 6,711,309</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Activities
Years ended June 30, 2020 and 2019

	2020		<u>Total</u>	<u>2019</u>
	<u>Without Donor</u> <u>Restrictions</u>	<u>With Donor</u> <u>Restrictions</u>		
<u>Public support and revenues:</u>				
Public support:				
Federal	1,143,039	-	\$ 1,143,039	\$ 893,941
State of New Hampshire - BBH	380,896	-	380,896	258,681
State and local funding	44,102	-	44,102	43,601
Other public support	116,913	50,900	167,813	224,837
Total public support	1,684,950	50,900	1,735,850	1,421,060
Revenues:				
Program service fees, net	13,759,719	-	13,759,719	13,076,818
Other service income	584,033	-	584,033	647,329
Rental income	5,288	-	5,288	5,188
Other	228,025	-	228,025	158,841
Gain on sale of assets	-	-	-	10,000
Total revenues	14,577,065	-	14,577,065	13,898,176
Total public support and revenues	16,262,015	50,900	16,312,915	15,319,236
<u>Operating expenses:</u>				
BBH funded programs:				
Children	5,269,747	-	5,269,747	5,157,438
Elders	580,123	-	580,123	501,342
Vocational	321,661	-	321,661	266,091
Multi-Service	3,148,577	-	3,148,577	2,971,434
Acute Care	1,183,032	-	1,183,032	932,421
Independent Living	2,688,824	-	2,688,824	2,334,134
Assertive Community Treatment	799,937	-	799,937	734,195
Non-Specialized Outpatient	986,629	-	986,629	1,063,655
Non-BBH funded program services	584,153	-	584,153	213,421
Total program expenses	15,562,683	-	15,562,683	14,174,131
Administrative expenses	1,027,869	-	1,027,869	960,388
Total expenses	16,590,552	-	16,590,552	15,134,519
Change in net assets from operations	(328,537)	50,900	(277,637)	184,717
<u>Non-operating expenses:</u>				
Fair value gain (loss) on interest rate swap	(105,753)	-	(105,753)	(106,563)
Change in net assets	(434,290)	50,900	(383,390)	78,154
Net assets, beginning of year	3,237,053	-	3,237,053	3,158,899
Net assets, end of year	<u>\$ 2,802,763</u>	<u>\$ 50,900</u>	<u>\$ 2,853,663</u>	<u>\$ 3,237,053</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Functional Expenses
Years ended June 30, 2020 and 2019

	<u>2020</u>			<u>2019</u>		
	<u>Program Services</u>	<u>Administrative</u>	<u>Total</u>	<u>Program Services</u>	<u>Administrative</u>	<u>Total</u>
Personnel costs:						
Salaries and wages	\$ 9,968,290	\$ 673,659	\$ 10,641,949	\$ 8,963,460	\$ 604,197	\$ 9,567,657
Employee benefits	2,258,081	105,781	2,363,862	1,947,562	131,727	2,079,289
Payroll taxes	667,575	45,825	713,400	623,425	41,859	665,284
Accounting/audit fees	55,169	4,365	59,534	56,277	5,753	62,030
Advertising	40,832	3,685	44,517	32,756	3,376	36,132
Conferences, conventions and meetings	17,705	10,694	28,399	18,606	9,597	28,203
Depreciation	208,693	16,692	225,385	188,646	15,339	203,985
Equipment maintenance	16,359	1,288	17,647	34,553	2,524	37,077
Equipment rental	43,820	2,661	46,481	37,204	2,280	39,484
Insurance	74,402	5,783	80,185	73,278	5,836	79,114
Interest expense	101,157	8,077	109,234	101,605	8,264	109,869
Legal fees	30,848	2,323	33,171	25,302	1,890	27,192
Membership dues	25,054	32,385	57,439	45,470	6,663	52,133
Occupancy expenses	1,145,274	9,002	1,154,276	1,007,337	10,369	1,017,706
Office expenses	235,196	22,695	257,891	219,960	20,386	240,346
Other expenses	143,908	11,862	155,770	76,453	17,615	94,068
Other professional fees	331,946	56,650	388,596	378,017	57,890	435,907
Program supplies	167,365	13,395	180,760	156,066	12,646	168,712
Travel	146,331	1,047	147,378	188,154	2,177	190,331
	<u>15,678,005</u>	<u>1,027,869</u>	<u>16,705,874</u>	<u>14,174,131</u>	<u>960,388</u>	<u>15,134,519</u>
Administrative allocation	1,027,869	(1,027,869)	-	960,388	(960,388)	-
Total expenses	<u>16,705,874</u>	<u>\$ -</u>	<u>\$ 16,705,874</u>	<u>\$ 15,134,519</u>	<u>\$ -</u>	<u>\$ 15,134,519</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Cash Flows
Years ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ (383,390)	\$ 78,154
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	225,385	203,985
Amortization of loan origination fees included in interest expense	18,930	18,930
Gain on sale of assets	-	(10,000)
Fair value (gain) loss on interest rate swap	105,753	106,563
(Increase) decrease in:		
Accounts receivable, net	94,530	(78,951)
Other receivables	91,716	(140,114)
Prepaid expenses	(27,688)	(13,015)
Increase (decrease) in:		
Accounts payable and accrued expenses	242,530	100,873
Deferred revenue	(3,980)	4,400
PMPM reserve	<u>(14,313)</u>	<u>112,263</u>
Net cash provided by operating activities	349,473	383,088
Cash flows from investing activities:		
Proceeds from sale of assets	-	10,000
Purchases of property and equipment	<u>(131,248)</u>	<u>(262,788)</u>
Net cash (used) provided by investing activities	<u>(131,248)</u>	<u>(252,788)</u>
Cash flows from financing activities:		
Net principal payments on long term debt	(112,500)	(107,500)
Proceeds received from paycheck protection program	<u>2,212,100</u>	<u>-</u>
Net cash used in financing activities	<u>2,099,600</u>	<u>(107,500)</u>
Net increase (decrease) in cash and cash equivalents	2,317,825	22,800
Cash and cash equivalents, beginning of year	<u>1,662,875</u>	<u>1,640,075</u>
Cash and cash equivalents, end of year	<u>\$ 3,980,700</u>	<u>\$ 1,662,875</u>
<u>Supplemental cash flow disclosures:</u>		
Cash paid during the year for interest	<u>\$ 109,234</u>	<u>\$ 109,869</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
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June 30, 2020 and 2019

Note 1. Nature of organization

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management (the "Organization") is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs.

During 2006, the Center for Life Management Foundation (the "Foundation") was established to act for the benefit of, to carry out the functions of, and to assist the Organization. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Organization is the sole member.

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation are collectively referred to the "Organization".

Basis of consolidation

The consolidated financial statements include the accounts of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation. All intercompany transactions have been eliminated in consolidation.

Note 2. Basis of accounting and summary of significant accounting policies

Basis of accounting

The financial statements are prepared on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to date of receipt or payment of cash. Contributions are reported in accordance with FASB Accounting Standards Codification ("ASC") *Accounting for Contributions Received and Contributions Made*.

Basis of presentation

The Organization's financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("US GAAP"), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

At June 30, 2020 and 2019, the Organization had net assets without donor restrictions of \$2,802,763 and \$3,237,053, respectively and had net assets with donor restrictions of \$50,900 and \$0, respectively. See Note 8 for discussion regarding net assets with donor restrictions.

General

The significant accounting policies of the Organization are presented to assist in understanding the Organization's financial statements. The financial statements and the notes are representations of the Organization's management. The Organization is responsible for the integrity and objectivity of the financial statements.

Use of estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates that were used.

Cash and cash equivalents

The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash and cash equivalents.

Accounts receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management writes off accounts when they are deemed uncollectible and establishes an allowance for doubtful accounts for estimated uncollectible amounts. The Organization had an allowance for doubtful accounts of \$207,758 and \$242,758 as of June 30, 2020 and 2019, respectively. Refer to Note 3 for additional discussion of accounts receivable.

Property

Property is recorded at cost, except for donated assets which are recorded at estimated fair value at the date of donation. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	15 – 40 years
Automobiles	3 – 15 years
Equipment	5 – 7 years

All equipment valued at \$500 or more is capitalized. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$225,385 and \$203,985 for the years ended June 30, 2020 and 2019, respectively.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Finance costs

Financing costs are recorded on the statement of position net of accumulated amortization. In accordance with generally accepted accounting principles, the unamortized financing costs are reported as a reduction in long term debt - see Note 7. The costs are amortized over the term of the respective financing arrangement.

Vacation pay and fringe benefits

Vacation pay is accrued and charged to programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on programs.

Fair value measurements and financial instruments

The Organization adopted FASB ASC 820, Fair Value Measurements and Disclosures, for assets and liabilities measured at fair value on a recurring basis. The codification established a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements.

FASB ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, FASB ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

- Level 1: Observable market inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: Observable market inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
- Level 3: Unobservable inputs where there is little or no market data, which require the reporting entity to develop its own assumptions.

The Organization's financial instruments consist primarily of cash, accounts receivables, accounts payable and accrued expenses. The carrying amount of the Organization's financial instruments approximates their fair value due to the short-term nature of such instruments. The carrying value of long-term debt approximates fair value due to their bearing interest at rates that approximate current market rates for notes with similar maturities and credit quality.

The Organization's interest rate swap agreements are classified as level 2 in the hierarchy, as all significant inputs to the fair value measurement are directly observable, such as the underlying interest rate assumptions.

Third-party contractual arrangements

A significant portion of revenue is derived from services to patients insured by third-party payers. Reimbursements from Medicare, Medicaid, and other commercial payers are at defined service rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Advertising expenses

The Organization expenses advertising costs as they are incurred.

Expense allocation

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

Interest rate swap

The Organization uses an interest rate swap to effectively convert the variable rate on its State Authority Bond to a fixed rate, as described in Note 11. The change in the fair value of the swap agreement and the payments to or receipts from the counterparty to the swap are netted with the interest expense on the bonds. Cash flows from interest rate swap contracts are classified as a financing activity on the statement of cash flows.

Income taxes

The Organization is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization has also been classified as an entity that is not a private foundation within the meaning of 509(a) and qualifies for deductible contributions.

The Foundation is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. It is an organization that is organized and operated exclusively for the benefit of the Organization.

These financial statements follow FASB ASC, *Accounting for Uncertain Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Accounting for Uncertain Income Taxes did not have a material impact on these financial statements as the Organization believes it has taken no uncertain tax positions that could have an effect on its financial statements.

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2017, 2018 and 2019 are subject to examination by the IRS, generally for three years after filing.

New Accounting Pronouncement

In June 2018, the FASB issued ASU 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. ASU 2018-08 improves and clarifies the guidance in GAAP for the recognition of contributions by providing (1) a more robust framework for determining whether a transaction is a contribution or an exchange transaction and (2) additional guidance for distinguishing between conditional and unconditional contributions. The ASU has been applied retrospectively to all periods presented, however, there were no significant modifications required.

Subsequent events

The Organization has evaluated all subsequent events through December 16, 2020, the date the financial statements were available to be issued.

Note 3. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

	<u>2020</u>			<u>2019</u>		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
<u>Accounts receivable</u>						
Clients	\$ 217,938	\$ (149,684)	\$ 68,254	\$ 319,858	\$ (192,955)	\$ 126,903
Insurance companies	167,288	(6,511)	160,777	190,094	(4,389)	185,705
Medicaid	546,959	(43,602)	503,357	620,780	(43,187)	577,593
Medicare	124,224	(7,961)	116,263	55,207	(2,227)	52,980
	<u>\$1,056,409</u>	<u>\$ (207,758)</u>	<u>\$ 848,651</u>	<u>\$1,185,939</u>	<u>\$ (242,758)</u>	<u>\$ 943,181</u>

	<u>2020</u>	<u>2019</u>
<u>Other receivables</u>		
Towns	\$ 32,500	\$ 28,000
NH Division of Mental Health	157,555	125,889
Unemployment tax refund	-	12,881
Contractual services	3,158	118,159
	<u>\$ 193,213</u>	<u>\$ 284,929</u>

Note 4. Prepays

Prepays consists of the following at June 30:

	<u>2020</u>	<u>2019</u>
Prepaid insurance	\$ 47,145	\$ 37,268
Prepaid rents	74,311	56,500
	<u>\$ 121,456</u>	<u>\$ 93,768</u>

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Note 5. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

	<u>2020</u>	<u>2019</u>
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	\$ <u>848,651</u>	\$ <u>943,181</u>
Other receivables due from entities located in New Hampshire	\$ <u>193,213</u>	\$ <u>284,929</u>

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2020 and 2019, the Organization had approximately \$3,537,000 and \$1,287,000 in uninsured cash balances.

Note 6. Property and equipment

Property and equipment consists of the following at June 30:

	<u>2020</u>	<u>2019</u>
Land	\$ 565,000	\$ 565,000
Buildings and improvements	4,065,775	4,036,993
Automobiles	18,800	18,800
Equipment	<u>1,602,233</u>	<u>1,630,644</u>
	6,251,808	6,251,437
Less: accumulated depreciation	<u>(2,630,477)</u>	<u>(2,535,968)</u>
Property and equipment, net	\$ <u>3,621,331</u>	\$ <u>3,715,469</u>

Note 7. Long term debt

Long term debt consists of the following as of June 30,:

	<u>2020</u>	<u>2019</u>
Series 2015 New Hampshire Health and Education Facilities Bond - Payable through 2036, original principal of \$3,042,730, remarketed and sold to People's United Bank at a variable rate, with an effective rate of 1.79538% and 3.5866% at June 30, 2020 and 2019, respectively. Secured by land, building, equipment, and certain revenues, and is subject to certain financial covenants. The note matures August 2025. The Organization has entered into an interest rate swap agreement to effectively fix the interest rate on the note. See Note 11.	2,535,230	2,647,730
Less: unamortized finance costs	<u>(320,013)</u>	<u>(338,942)</u>
Long term debt, less unamortized finance costs	2,215,217	2,308,788
Less: current portion of long term debt	<u>(98,538)</u>	<u>(93,538)</u>
Long term debt, less current portion	\$ <u>2,116,679</u>	\$ <u>2,215,250</u>

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Note 7. Long term debt (continued)

In 2017, the Organization retroactively adopted the requirements of FASB-ASC 835-30 to present debt issuance costs as a reduction of the carrying amount of debt rather than as an asset.

Amortization of \$18,930 is reported as interest expense in the consolidated statement of activities for the years ended June 30, 2020 and 2019, respectively.

Future maturities to long term debt are as follows:

<u>Year ending June 30,</u>	<u>Long Term Debt Principal</u>	<u>Unamortized Finance Costs</u>	<u>Net</u>
2021	\$ 117,500	\$ (18,962)	\$ 98,538
2022	122,500	(18,962)	103,538
2023	127,500	(18,962)	108,538
2024	132,500	(18,962)	113,538
2025	137,500	(18,962)	118,538
Thereafter	<u>1,897,730</u>	<u>(225,203)</u>	<u>1,672,527</u>
Total	<u>\$ 2,535,230</u>	<u>\$ (320,013)</u>	<u>\$ 2,215,217</u>

Note 8. Net assets with donor restrictions

Net assets with donor restrictions were as follows at June 30,:

	<u>2020</u>	<u>2019</u>
Space plan analysis for Derry location	\$ 10,000	\$ -
Technology	10,900	-
Housing support	<u>30,000</u>	<u>-</u>
	<u>\$ 50,900</u>	<u>\$ -</u>

Note 9. Paycheck protection program

On April 17, 2020, the Organization received \$2,212,100 in loan proceeds under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business.

The loans and accrued interest are forgivable after eight or twenty-four weeks (the "Covered Period") as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the eight or twenty-four week period. The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six months.

The Organization intends to use the proceeds for purposes consistent with the PPP, however, the amount forgiven will not be determined until the completion of the respective Covered Period. As such, the entire balance is presented as a long term liabilities.

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Note 9. Paycheck protection program (continued)

While the Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, however, there are risks that the certain items paid under the proceeds may be considered ineligible for forgiveness of the loan, in whole or in part.

Note 10. Line of credit

As of June 30, 2020 and 2019, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$850,000, which is available through March 29, 2021. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus .50% (an effective rate of 3.75% and 6.00% at June 30, 2020 and 2019). The outstanding balance on the line at June 30, 2020 and 2019 was \$0, respectively. The line of credit is secured by all business assets and real estate.

Note 11. Interest rate swap

During 2016, the Organization entered into an interest rate swap agreement with People's United Bank that effectively fixes the interest rate on the outstanding principal of the Bank's term note at 3.045%.

Under the arrangement, the notional principal amount is the balance of the note, with the Organization receiving floating payments of one month London InterBank Offered rate ("LIBOR") plus .69% and paying a fixed rate of 3.045%.

The agreement matures August 2025 and has a notional amount of \$2,535,230 and \$2,647,730 at June 30, 2020 and 2019, respectively.

In accordance with generally accepted accounting principles, the interest rate swap agreement is recorded at its fair value as an asset or liability, with the changes in fair value being reported as a component of the change in net assets without donor restrictions. For the years ended June 30, 2020 and 2019, the Organization reported an interest rate swap liability of \$163,783 and \$58,030 on the statement of financial position and a fair value gain / (loss) on the interest rate swap of \$(105,753) and \$(106,563) on the statement of activities, respectively. The fair value gain / (loss) is reported as a non-operating expense of the Organization and is a non-cash transaction.

Note 12. Employee benefit plan

Discretionary matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code are contingent upon financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment and work at least 20 hours per week. Eligible employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Employer contributions totaled \$120,073 and \$109,592 for the years ended June 30, 2020 and 2019, respectively.

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Note 13. Concentrations

For the years ended June 30, 2020 and 2019, the Organization received approximately 73% and 68%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Community Mental Health Center affords the Organization Medicaid provider status. Annual contracting with New Hampshire Department of Health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds are taken as grant funds which are drawn as related expenses are incurred. Medicaid is comprised of 50% Federal funds and 50% New Hampshire State matching funds.

Note 14. Lease commitments

The Organization leases facilities and multiple copier agreements under various operating leases. Rent expense recorded under these arrangements was approximately \$212,500 and \$196,000 for the years ended June 30, 2020 and 2019, respectively.

The following details the future minimum lease payments on leases with an initial or remaining term of greater than one year as of June 30, 2020:

<u>Years ending June 30,</u>	
2021	\$ 211,111
2022	215,325
2023	219,539
2024	223,753
2025	<u>54,185</u>
Total	<u>\$ 923,913</u>

Note 15. Availability and liquidity

The following represents the Organization's financial assets at June 30,:

	<u>2020</u>	<u>2019</u>
<u>Financial assets at year end:</u>		
Cash and cash equivalents	\$3,980,700	\$1,662,875
Accounts receivable	848,651	943,181
Other receivable	193,213	284,929
Security deposit	<u>11,087</u>	<u>11,087</u>
Total financial assets	5,033,651	2,902,072
<u>Less amounts not available within one year:</u>		
Security deposit	<u>(11,087)</u>	<u>(11,087)</u>
Financial assets available to meet general Expenditures over the next twelve months	<u>\$5,022,564</u>	<u>\$2,890,985</u>

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Note 15. Availability and liquidity (continued)

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing mission-related activities, as well as the conduct of service undertaken to support those activities, to be general expenditures.

The Organization's primary source of liquidity is its cash and cash equivalents.

In addition to financial assets available to meet general expenditures within one year, the Organization operates with a budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

Note 16. Subsequent events

The COVID-19 outbreak in the United States and other countries has caused business disruption through mandated and voluntary closings, travel restrictions, quarantine requirements, and other disruptions to general business operations. While the disruptions are currently expected to be temporary, there is uncertainty around the duration of the various mandated and voluntary restrictions in place, and what, if any, negative financial impact it will have on the Organization. As of the date of this report, the related financial impact and duration cannot be reasonably estimated at this time.

Note 17. Restatement

During the year ending June 30, 2020, the Organization noted the interest rate swap agreement was recorded incorrectly. Accordingly, the following items for the year ending June 30, 2019 have been restated to properly reflect the adjustment:

	<u>Previously Reported</u>	<u>Adjustment</u>	<u>Restated</u>
<u>Balance Sheet:</u>			
Interest rate swap agreement	\$ 58,030	\$ (116,060)	\$ (58,030)
Net Assets	3,353,113	(116,060)	3,237,053
<u>Income Statement:</u>			
Fair value gain (loss)	9,497	(116,060)	(106,563)
Net income (loss)	194,214	(116,060)	78,154
<u>Cash Flow:</u>			
Change in fair value (gain) loss	(9,497)	(116,060)	106,563

SUPPLEMENTARY INFORMATION

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Position
June 30, 2020

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
<u>ASSETS</u>					
Current assets:					
Cash and cash equivalents	\$ 3,762,816	\$ 196,548	\$ 3,959,364	\$ 21,336	\$ 3,980,700
Accounts receivable, net	848,651	-	848,651	-	848,651
Other receivables	214,549	-	214,549	(21,336)	193,213
Prepaid expenses	121,456	-	121,456	-	121,456
Security deposit	11,087	-	11,087	-	11,087
Total current assets	4,958,559	196,548	5,155,107	-	5,155,107
Property and equipment, net	3,621,331	-	3,621,331	-	3,621,331
Total assets	<u>\$ 8,579,890</u>	<u>\$ 196,548</u>	<u>\$ 8,776,438</u>	<u>\$ -</u>	<u>\$ 8,776,438</u>
<u>LIABILITIES AND NET ASSETS</u>					
Current liabilities:					
Current portion of long-term debt	\$ 98,538	\$ -	\$ 98,538	\$ -	\$ 98,538
Accounts payable	47,019	-	47,019	-	47,019
Accrued payroll and payroll liabilities	641,109	-	641,109	-	641,109
Accrued vacation	383,284	-	383,284	-	383,284
Accrued expenses	41,576	-	41,576	-	41,576
Deferred revenue	8,000	-	8,000	-	8,000
Total current liabilities	1,219,526	-	1,219,526	-	1,219,526
Long term liabilities:					
Interest rate swap agreement	163,783	-	163,783	-	163,783
PMPM reserve	210,687	-	210,687	-	210,687
Paycheck protection program note payable	2,212,100	-	2,212,100	-	2,212,100
Long-term-debt less current portion	2,116,679	-	2,116,679	-	2,116,679
Total long term liabilities	4,703,249	-	4,703,249	-	4,703,249
Total liabilities	5,922,775	-	5,922,775	-	5,922,775
Net assets:					
Without donor restrictions	2,657,115	145,648	2,802,763	-	2,802,763
With donor restrictions	-	50,900	50,900	-	50,900
Total net assets	2,657,115	196,548	2,853,663	-	2,853,663
Total liabilities and net assets	<u>\$ 8,579,890</u>	<u>\$ 196,548</u>	<u>\$ 8,776,438</u>	<u>\$ -</u>	<u>\$ 8,776,438</u>

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Consolidating Statement of Position
June 30, 2019

	<u>Center for Life Management</u>	<u>CLM Foundation</u>	<u>Total</u>	<u>Eliminations</u>	<u>Consolidated</u>
<u>ASSETS</u>					
Current assets:					
Cash and cash equivalents	\$ 1,451,648	\$ 211,227	\$ 1,662,875	\$ -	\$ 1,662,875
Accounts receivable, net	943,181	-	943,181	-	943,181
Other receivables	284,929	-	284,929	-	284,929
Prepaid expenses	93,768	-	93,768	-	93,768
Security deposit	11,087	-	11,087	-	11,087
Total current assets	2,784,613	211,227	2,995,840	-	2,995,840
Property and equipment, net	3,715,469	-	3,715,469	-	3,715,469
Total assets	<u>\$ 6,500,082</u>	<u>\$ 211,227</u>	<u>\$ 6,711,309</u>	<u>\$ -</u>	<u>\$ 6,711,309</u>
<u>LIABILITIES AND NET ASSETS</u>					
Current liabilities:					
Current portion of long-term debt	\$ 93,538	\$ -	\$ 93,538	\$ -	\$ 93,538
Accounts payable	76,558	-	76,558	-	76,558
Accrued payroll and payroll liabilities	402,801	-	402,801	-	402,801
Accrued vacation	372,138	-	372,138	-	372,138
Accrued expenses	18,961	-	18,961	-	18,961
Deferred revenue	11,980	-	11,980	-	11,980
Total current liabilities	975,976	-	975,976	-	975,976
Long term liabilities					
Interest rate swap agreement	58,030	-	58,030	-	58,030
PMPM reserve	225,000	-	225,000	-	225,000
Long-term-debt less current portion	2,215,250	-	2,215,250	-	2,215,250
Total long term liabilities	2,440,250	-	2,440,250	-	2,440,250
Total liabilities	3,474,256	-	3,474,256	-	3,474,256
Net assets without donor restrictions	3,025,826	211,227	3,237,053	-	3,237,053
Total liabilities and net assets	<u>\$ 6,500,082</u>	<u>\$ 211,227</u>	<u>\$ 6,711,309</u>	<u>\$ -</u>	<u>\$ 6,711,309</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Activities
For the Year Ended June 30, 2020

	CLM Foundation			Total	Total	Eliminations	Consolidated
	Center for Life Management	Without Donor Restrictions	With Donor Restrictions				
Public support and revenues:							
Public support:							
Federal	\$ 1,143,039	\$ -	\$ -	\$ -	\$ 1,143,039	\$ -	\$ 1,143,039
State of New Hampshire - BBH	380,896	-	-	-	380,896	-	380,896
State and local funding	44,102	-	-	-	44,102	-	44,102
Other public support	117,714	56,199	50,900	107,099	224,813	(57,000)	167,813
Total public support	1,685,751	56,199	50,900	107,099	1,792,850	(57,000)	1,735,850
Revenues:							
Program service fees, net	13,759,719	-	-	-	13,759,719	-	13,759,719
Other service income	584,033	-	-	-	584,033	-	584,033
Rental income	5,288	-	-	-	5,288	-	5,288
Other	286,347	-	-	-	286,347	(58,322)	228,025
Total revenues	14,635,387	-	-	-	14,635,387	(58,322)	14,577,065
Total public support and revenues	16,321,138	56,199	50,900	107,099	16,428,237	(115,322)	16,312,915
Operating expenses:							
BBH funded programs:							
Children	5,269,747	-	-	-	5,269,747	-	5,269,747
Elders	580,123	-	-	-	580,123	-	580,123
Vocational	321,661	-	-	-	321,661	-	321,661
Multi-Service	3,148,577	-	-	-	3,148,577	-	3,148,577
Acute Care	1,183,032	-	-	-	1,183,032	-	1,183,032
Independent Living	2,688,824	-	-	-	2,688,824	-	2,688,824
Assertive Community Treatment	799,937	-	-	-	799,937	-	799,937
Non-Specialized Outpatient	986,629	-	-	-	986,629	-	986,629
Non-BBH funded program services	577,697	121,778	-	121,778	699,475	(115,322)	584,153
Total program expenses	15,556,227	121,778	-	121,778	15,678,005	(115,322)	15,562,683
Administrative expenses	1,027,869	-	-	-	1,027,869	-	1,027,869
Total expenses	16,584,096	121,778	-	121,778	16,705,874	(115,322)	16,590,552
Change in net assets from operations	(262,958)	(65,579)	50,900	(14,679)	(277,637)	-	(277,637)
Non-operating expenses:							
Fair value gain on interest rate swap	(105,753)	-	-	-	(105,753)	-	(105,753)
Change in net assets	(368,711)	(65,579)	50,900	(14,679)	(383,390)	-	(383,390)
Net assets, beginning of year	3,025,826	211,227	-	211,227	3,237,053	-	3,237,053
Net assets, end of year	<u>\$ 2,657,115</u>	<u>\$ 145,648</u>	<u>\$ 50,900</u>	<u>\$ 196,548</u>	<u>\$ 2,853,663</u>	<u>\$ -</u>	<u>\$ 2,853,663</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Activities
For the Year Ended June 30, 2019

	Center for Life Management	CLM Foundation		Total	Total	Eliminations	Consolidated
		Without Donor Restrictions	With Donor Restrictions				
Public support and revenues:							
Public support:							
Federal	\$ 893,941	\$ -	\$ -	\$ -	\$ 893,941	\$ -	\$ 893,941
State of New Hampshire - BBH	258,681	-	-	-	258,681	-	258,681
State and local funding	43,601	-	-	-	43,601	-	43,601
Other public support	171,448	53,389	-	53,389	224,837	-	224,837
Total public support	1,367,671	53,389	-	53,389	1,421,060	-	1,421,060
Revenues:							
Program service fees, net	13,076,818	-	-	-	13,076,818	-	13,076,818
Other service income	647,329	-	-	-	647,329	-	647,329
Rental income	5,188	-	-	-	5,188	-	5,188
Other	158,841	-	-	-	158,841	-	158,841
Gain on sale of assets	10,000	-	-	-	10,000	-	10,000
Total revenues	13,898,176	-	-	-	13,898,176	-	13,898,176
Total public support and revenues	15,265,847	53,389	-	53,389	15,319,236	-	15,319,236
Operating expenses:							
BBH funded programs:							
Children	5,157,438	-	-	-	5,157,438	-	5,157,438
Elders	501,342	-	-	-	501,342	-	501,342
Vocational	266,091	-	-	-	266,091	-	266,091
Multi-Service	2,971,434	-	-	-	2,971,434	-	2,971,434
Acute Care	932,421	-	-	-	932,421	-	932,421
Independent Living	2,334,134	-	-	-	2,334,134	-	2,334,134
Assertive Community Treatment	734,195	-	-	-	734,195	-	734,195
Non-Specialized Outpatient	1,063,655	-	-	-	1,063,655	-	1,063,655
Non-BBH funded program services	160,482	52,939	-	52,939	213,421	-	213,421
Total program expenses	14,121,192	52,939	-	52,939	14,174,131	-	14,174,131
Administrative expenses	960,388	-	-	-	960,388	-	960,388
Total expenses	15,081,580	52,939	-	52,939	15,134,519	-	15,134,519
Change in net assets from operations	184,267	450	-	450	184,717	-	184,717
Non-operating expenses:							
Fair value gain (loss) on interest rate swap	(106,563)	-	-	-	(106,563)	-	(106,563)
Change in net assets	77,704	450	-	450	78,154	-	78,154
Net assets, beginning of year	2,948,122	210,777	-	210,777	3,158,899	-	3,158,899
Net assets, end of year	\$ 3,025,826	\$ 211,227	\$ -	\$ 211,227	\$ 3,237,053	\$ -	\$ 3,237,053

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Analysis of Accounts Receivable
For the Year Ended June 30, 2020

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	\$ 319,858	\$ 1,332,907	\$ (650,309)	\$ (784,518)	-	\$ 217,938
Insurance companies	190,904	2,357,019	(1,109,816)	(1,270,819)	-	167,288
Medicaid	620,780	12,906,347	(1,473,721)	(11,506,447)	-	546,959
Medicare	55,207	600,041	(202,749)	(328,275)	-	124,224
Allowance	<u>(242,758)</u>	-	-	-	<u>35,000</u>	<u>(207,758)</u>
Total	<u>\$ 943,991</u>	<u>\$ 17,196,314</u>	<u>\$ (3,436,595)</u>	<u>\$ (13,890,059)</u>	<u>\$ 35,000</u>	<u>\$ 848,651</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Revenues and Expenses
For the Year Ended June 30, 2020

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Administrative	Total Agency
Public support and revenues:												
Public support:												
Federal	\$ 120,000	\$ -	\$ -	\$ -	\$ 121,846	\$ 838,292	\$ 62,901	\$ -	\$ -	\$ 1,143,039	\$ -	\$ 1,143,039
State of New Hampshire - BBH	23,580	529	192	15,800	8,190	128,315	187,589	2,989	12,861	380,045	851	380,896
State and local funding	14,638	-	-	-	-	-	-	14,838	14,626	44,102	-	44,102
Other public support	23,596	1,808	1,194	13,958	-	5,252	716	56,392	12,410	115,326	2,388	117,714
Total public support	181,814	2,337	1,386	29,758	130,036	971,859	251,206	74,219	39,897	1,682,512	3,239	1,685,751
Revenues:												
Program service fees, net	5,766,211	644,722	225,406	4,002,947	652,855	1,311,655	600,148	182,947	372,828	13,759,719	-	13,759,719
Other service income	55,032	39,410	-	-	225,837	50	-	106,160	157,018	583,507	526	584,033
Rental income	906	-	-	1,664	906	906	-	906	-	5,288	-	5,288
Other	71,951	8,128	13,555	32,724	19,050	55,062	17,965	47,680	7,451	273,566	12,781	286,347
Total revenues	5,894,100	692,260	238,961	4,037,335	898,648	1,367,673	618,113	337,693	537,297	14,622,080	13,307	14,635,387
Total public support and revenues	6,075,914	694,597	240,347	4,067,093	1,028,684	2,339,532	869,319	411,912	577,194	16,304,592	16,546	16,321,138
Total expenses	5,613,571	618,887	342,785	3,359,015	1,261,635	2,867,626	853,017	1,051,468	616,092	16,584,096	-	16,584,096
Change in net assets from operations	462,343	75,710	(102,438)	708,078	(232,951)	(528,094)	16,302	(639,556)	(38,898)	(279,504)	16,546	(262,958)
Non-operating expenses:												
Fair value gain on interest rate swap	(39,034)	(4,865)	(1,766)	(21,151)	(6,356)	(11,898)	(4,516)	(4,494)	(3,754)	(97,834)	(7,920)	(105,754)
Change in net assets	\$ 423,309	\$ 70,845	\$ (104,204)	\$ 686,927	\$ (239,307)	\$ (539,992)	\$ 11,786	\$ (644,050)	\$ (42,652)	\$ (377,338)	\$ 8,626	\$ (368,712)

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Expenses
For the Year Ended June 30, 2020

	<u>Children</u>	<u>Elders</u>	<u>Vocational</u>	<u>Multi- Service</u>	<u>Acute Care</u>	<u>Independent Living</u>	<u>Assertive Community Treatment</u>	<u>Non- Specialized Outpatient</u>	<u>Other Non-BBH</u>	<u>Total Program Services</u>	<u>Admin- istrative</u>	<u>Total Agency</u>
Personnel costs:												
Salaries and wages	\$ 3,517,174	\$ 394,680	\$ 198,892	\$ 2,186,043	\$ 864,616	\$ 1,224,471	\$ 503,184	\$ 714,464	\$ 364,766	\$ 9,968,290	\$ 673,659	\$ 10,641,949
Employee benefits	767,602	94,734	76,817	489,456	159,571	332,811	162,504	88,175	\$6,411	2,258,081	105,781	2,363,862
Payroll taxes	238,239	26,975	13,246	146,770	60,509	78,185	31,431	47,888	24,332	667,575	45,825	713,400
Accounting/audit fees	21,784	2,696	983	11,975	3,545	6,685	2,532	2,452	2,177	54,829	4,365	59,194
Advertising	15,926	1,795	766	8,540	2,687	5,254	2,019	2,377	1,468	40,832	3,685	44,517
Conferences, conventions and meetings	4,532	338	310	3,546	2,456	1,307	1,676	1,804	1,736	17,705	10,694	28,399
Depreciation	83,381	10,376	3,767	44,961	13,557	25,223	9,631	9,586	8,211	208,693	16,692	225,385
Equipment maintenance	6,544	747	290	3,478	1,035	2,050	777	865	573	16,359	1,288	17,647
Equipment rental	18,809	1,755	601	8,006	4,103	4,059	1,540	3,429	1,518	43,820	2,661	46,481
Insurance	28,848	3,596	1,304	17,662	4,696	8,792	3,338	3,322	2,844	74,402	5,783	80,185
Interest expense	40,338	5,022	1,825	21,839	6,561	12,285	4,661	4,654	3,972	101,157	8,077	109,234
Legal fees	11,586	1,444	524	6,277	1,886	3,531	3,125	1,334	1,141	30,848	2,323	33,171
Membership dues	9,295	629	266	3,908	1,582	2,832	1,212	919	4,411	25,054	32,385	57,439
Occupancy expenses	183,078	7,141	2,031	44,771	7,279	835,189	5,285	52,857	7,643	1,145,274	9,002	1,154,276
Office expenses	90,266	7,033	4,392	40,017	14,290	30,381	22,046	19,429	7,342	235,196	22,695	257,891
Other expenses	8,103	906	547	5,179	2,800	3,207	1,591	1,514	3,173	27,020	11,862	38,882
Other professional fees	123,288	14,948	5,566	70,966	23,690	42,589	16,633	14,666	15,050	327,396	56,650	384,046
Program supplies	47,978	2,639	4,300	26,929	7,167	16,629	7,173	14,428	40,122	167,365	13,395	180,760
Travel	52,976	2,669	5,234	8,254	1,002	53,344	19,579	2,466	807	146,331	1,047	147,378
	<u>5,269,747</u>	<u>580,123</u>	<u>321,661</u>	<u>3,148,577</u>	<u>1,183,032</u>	<u>2,688,824</u>	<u>799,937</u>	<u>986,629</u>	<u>577,697</u>	<u>15,556,227</u>	<u>1,027,869</u>	<u>16,584,096</u>
Administrative allocation	343,824	38,764	21,124	210,438	78,603	178,802	53,080	64,839	38,395	1,027,869	(1,027,869)	-
Total program expenses	<u>\$ 5,613,571</u>	<u>\$ 618,887</u>	<u>\$ 342,785</u>	<u>\$ 3,359,015</u>	<u>\$ 1,261,635</u>	<u>\$ 2,867,626</u>	<u>\$ 853,017</u>	<u>\$ 1,051,468</u>	<u>\$ 616,092</u>	<u>\$ 16,584,096</u>	<u>\$ -</u>	<u>\$ 16,584,096</u>

BOARD OF DIRECTORS FY2021

Name/Position

David Hebert
Chairperson

Maria Gudinas
Vice Chair

Susan Davis
Secretary

Ron Lague
Treasurer

Elizabeth Roth

Judi Ryan

Jeffrey Rind, MD

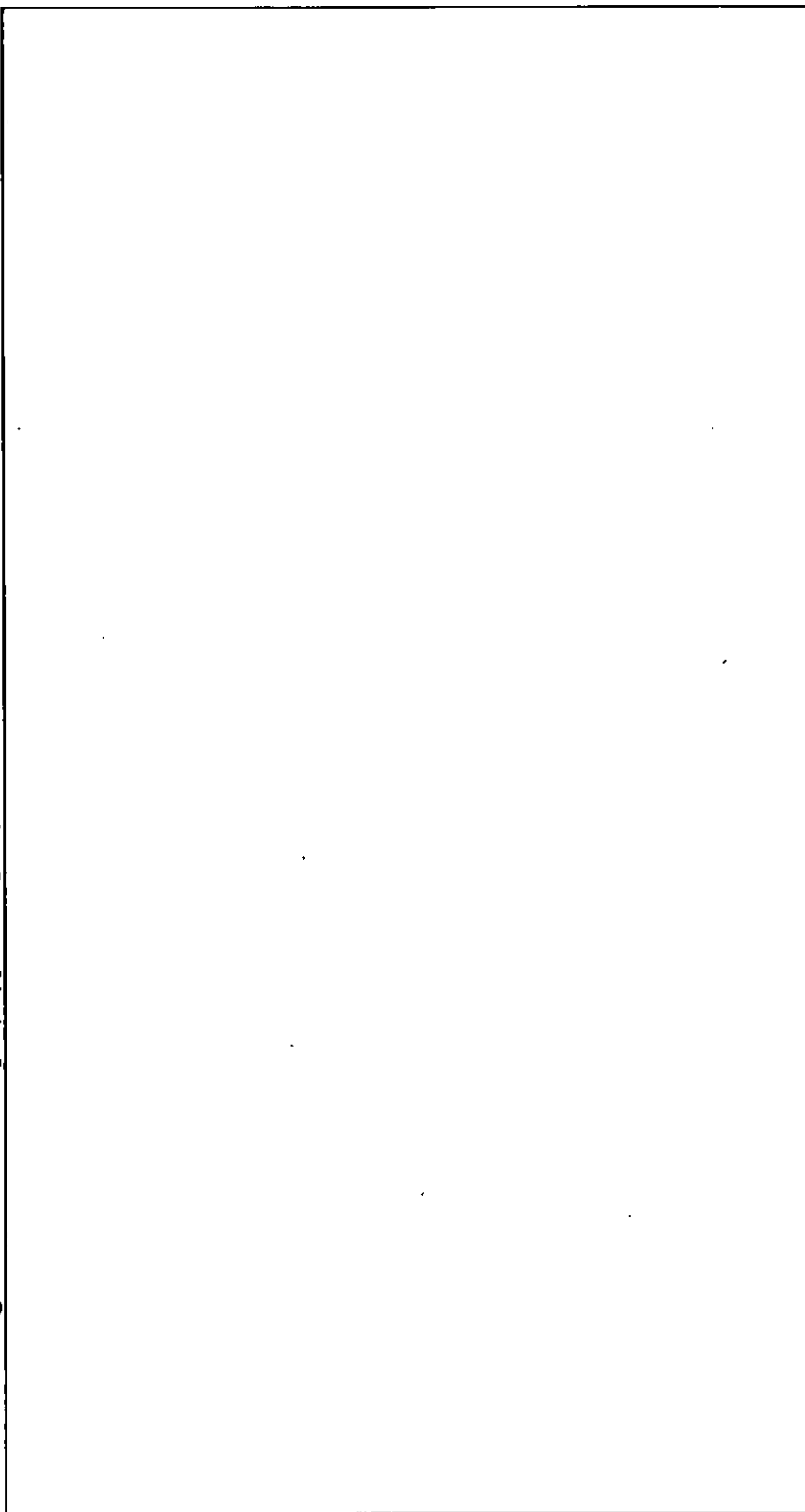
Gail Corcoran

Vic Topo
President & CEO

Vernon Thomas

Christopher Peterson, MD

Joseph Crawford



DIANA LACHAPELLE, CPA

Strategically focused leader with extensive operations, accounting and financial management experience. Possesses keen business acumen and decision making skill. Proven track record of working collaboratively and driving change to optimize profitability.

Core Qualifications

- Strategic Planning
- Revenue Cycle Management
- Financial Reporting & Analysis
- SOX Compliance
- Budgeting & Forecasting
- Contract Negotiations
- Internal Controls
- Audit
- Labor Management

PROFESSIONAL EXPERIENCE

VICE PRESIDENT – CHIEF FINANCIAL OFFICER

The Mental Health Center for Southern New Hampshire d.b.a. Center for Life Management, Derry, NH March 2020 to present

Provide leadership and direction in the areas of finance, revenue cycle and cash management. Develop, implement and evaluate strategic plans to improve operating performance.

CHIEF EXECUTIVE OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH February 2018 to February 2020

Leader of this for profit, 50-bed, acute care rehabilitation hospital and outpatient treatment center reporting directly to the Regional President. Hospital is part of a publicly traded healthcare system comprised of 133 inpatient rehabilitation hospitals, 245 home health agencies and 82 hospice locations.

Key contributions and results:

- Strategic leadership to achieve discharge growth of 15% year over year for two consecutive years in an industry where 3% growth is the norm.
- Financial leadership to realize EBITDA growth year over year of 24% and 19% for 2018 and 2019, respectively.
- Organizational and change management to improve employee engagement results by 16 basis points.
- Process improvement leadership to improve patient outcomes and satisfaction.

CONTROLLER/CHIEF FINANCIAL OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH January 2012 to January 2018

Responsible for all financial aspects of the hospital including the development of the annual operating plan, monthly analysis of results and execution of corrective actions as needed to ensure achievement of planned results. Chief liaison between corporate finance and the hospital.

Key contributions and results:

- Implemented cost reduction initiatives to improve profitability by 7%.
- Restructured outpatient operation to create a viable business unit, improving net income by 34%.
- Developed and executed a labor management plan to improve operational efficiency and reduce full time equivalents by 7%.
- Preceptor for newly hired Controllers.

CPA SERVICES

Diana C. Lachapelle, CPA, Bedford, NH 2003-2011

Provided accounting leadership and business solutions to clients including cash management, forecasting, budgeting, financial statement preparation, tax preparation, and development of internal controls.

DIRECTOR OF WORLDWIDE FOOTWEAR COST & FINANCIAL PLANNING

Timberland Corporation, Stratham, NH 1996-1999

- Responsible for all financial aspects of this \$550 million manufacturing and sourcing operation including accounting, forecasting, budgeting, reporting, product costing and audit.
- Partnered with the VP of Operations to achieve key cost reductions, as well as, improved reliability and quality resulting in actual performance exceeding budget by \$6.9 million.

FINANCIAL MANAGER, CONSUMER PRODUCTS GROUP

Nashua Corporation, Nashua, NH 1993-1996

AUDITOR

Ernst & Young, Manchester, NH 1989-1992

EDUCATION & CERTIFICATION

Bachelor of Science in Business Administration, University of New Hampshire, Durham
Certified Public Accountant, State of New Hampshire
Member of the American College of Healthcare Executives and Healthcare Financial Management Association

SYSTEM EXPERIENCE

Oracle Enterprise Performance Management System, Oracle PeopleSoft, Hyperion, Cerner EMR and reporting, E-Time, Attendance Enterprise, Microsoft Office Suite, Ariba Contract Management, Maven, Beacon, Tableau

VICTOR TOPO

President/Chief Executive Officer

Successful 32-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and non-traditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

- Operations
- Reorganization and reinvention
- Team building and leadership
- Strategic planning
- Collaboration
- Strategic partnerships
- Strong relationship with funders
- Community building
- Innovation

Professional Experience

Center for Life Management – Derry, NH

1999 – Present

President/Chief Executive Officer

Recruited to manage 501(c) 3 comprehensive community mental health center and its title holding 501(c) 2 corporation, entitled West Rock Endowment Association including two residential facilities.

Key results:

- Restructured senior management increasing direct reports from three to six.
- Revenues increased from 6.5 million to 13 million.
- Established closer connection with surrounding community utilizing aggressive public relations strategy while also rebranding CLM in 2004.
- Guided Board of Directors towards more accountability including higher expectation from management and individual board members.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer
- Increased year after year number of persons served starting with 3,400 to nearly 6,000.
- Created and implemented strategy to integrate behavioral health care with physician healthcare. Integrated behavioral health services into two Primary Care/Pediatric Practices and two Specialty Practices in Southern New Hampshire.
- Consolidated outpatient offices toward design and construction of new state of the art 26,000 square foot facility. Received national awards for design and use of new facility.
- Provided leadership and vision to oversee the development and implementation of an Electronic Health Record (EHR) called webAISCE. Software now includes e-prescribing and has begun acquiring Meaningful Use dollars with regular upgrades over course of fifteen years.
- Adopted Neurostar Transcranial Magnetic Stimulation (TMS) in 2010 as newest neuro tech treatment for treatment resistant Major Depressive Disorder. First free standing community mental health center in the U.S. to offer it.

Pathways, Inc. – Mentor, OH

1988 - 1999

Chief Executive Officer/Executive Director

Started with managing a small single purpose case management agency with revenues of \$486,000 and over 11 years grew revenues to 4 million by expanding services to chronically mentally ill consumers. Created senior management team and strengthened Board of Directors utilizing shared vision approach.

VICTOR TOPO

-Page 2-

Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).
- Assumed leadership role in transitioning 32 long-term patients back to our community.
- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from \$38,000 in 1989 to \$431,210 in 1997.

Community Counseling Center – Ashtabula, OH

1983-1988

Case Management Supervisor/Case Manager

Provided direct services and supervision for services to severely mentally disabled persons in the community. Partnered with local private hospital as well as state hospital.

Key results:

- Transitioned consumers back into supervised and independent living.
- Recruited, trained and managed staff of five case managers.
- Designed and implemented agency's first case management program.

EDUCATION

Master of Social Work (MSW)
West Virginia University, Morgantown, WV

Bachelor of Arts (BA)
Siena College, Loudonville, NY

Associate of Applied Science (AAS)
Fulton-Montgomery Community College, Johnstown, NY

BOARD/LEADERSHIP POSITIONS

Heritage United Way – Board of Directors

Mental Health Commission – Co-Chair
Consumers and Families Work Group

Statewide Evidenced Based Practice Committee – Co-Chair

Greater Salem Chamber of Commerce – Board of Directors

Behavioral Health Network – Board of Directors

Greater Derry/Londonderry Chamber of Commerce – Board of Directors

Greater Derry/Salem Regional Transportation Council (RTC) -
Chairman, Board of Directors, Derry, NH

Greater Salem Leadership Program – Graduate, Class of 2001

KENNETH M. BROWN, M.D.,M.P.H.

EDUCATION

- 1994-1996 Child and Adolescent Psychiatry Fellowship
University of Miami/ Jackson Memorial Hospital
- 1991-1994 Psychiatry Residency
Medical University of South Carolina
Institute of Psychiatry
Charleston, South Carolina
- 1987-1992 Doctor of Medicine
Tulane University School of Medicine
Tulane Medical Center
Charity Hospital
New Orleans, Louisiana
- 1987-1991 Masters of Public Health
Tulane University School of Tropical Medicine and Public Health
New Orleans, Louisiana
- 1983-1987 Bachelor of Science Engineering
Major: Biomedical Engineering
Tulane University School of Engineering
- 1985-1986 Tulane University Honor Scholar Junior Year Abroad
Major: Engineering
University of Southampton
Southampton, England

EMPLOYMENT

- 2000-Present Medical Director
Hampstead Hospital
Hampstead, New Hampshire
- 1996-2000 Chief, Child and Adolescent Psychiatrist
Hampstead Hospital
Hampstead, New Hampshire

EMPLOYMENT (cont.)

- 1996-Present Solo Private Practice (Inpatient and Outpatient)
Child, Adolescent and Adult Psychotherapy and Psychopharmacology
Hampstead Hospital
218 East Road
Hampstead, New Hampshire
- 1997-2000 Child and Adolescent Psychiatrist
Center for Life Management
Community Mental Health Center
Derry, New Hampshire
- 1991-1994 Court Appointed Expert Witness
Court Appointed Designated Examiner
Charleston County Court
- 1993-1994 Treating Psychiatrist
South Carolina Department of Mental Health
Dual Diagnoses Community Mental Health Clinic
Charleston, South Carolina

ACADEMIC AFFILIATIONS

- 1999-Present Adjunct Professor in Clinical Research
Dartmouth University
Hanover, New Hampshire

RESEARCH

- 2001-2003 Sub-investigator
Access Clinical Trials
- A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-
Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release
Carbamazepine in Patients with Bipolar Disorder.
Shire Laboratories
- A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-
Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release
Carbamazepine in Lithium Failure Patients with Bipolar Disorder.
Shire Laboratories
- A Double-Blind, Parallel Study of the Safety, Tolerability and Preliminary
Efficacy of Flutamide Compared to Placebo in Patients with Anorexia
Nervosa
Vela Pharmaceuticals Inc.

RESEARCH (cont.)

A Phase III, Randomized, Double-Blind, Placebo-Controlled Study of Safety and Efficacy of C-1073 (Mifepristone) in Patients with Major Depressive Disorder with Psychotic Features Who are not Receiving Antidepressants or Antipsychotics.
Corcept Therapeutics, Inc.

Olanzapine Versus Ziprasidone in the Treatment of Schizophrenia
Eli Lilly and Company

A Multicenter, Randomized, Double-Blind, Study of Aripiprazole Versus Placebo in the Treatment of Acutely Manic Patients with Bipolar Disorder.
Bristol-Myers Squibb Pharmaceutical Research Institute

PUBLICATIONS and POSTER PRESENTATIONS

Bupropion Sustained Release in Adolescents With Comorbid Attention-Deficit/Hyperactivity Disorder and Depression
Daviss, Bentivoglio, Racusin, Brown, et al.,
J. Am. Acad. Child Adolescent Psychiatry, 40:3, March 2001

A Retrospective Study of Citalopram in Adolescents with Depression
Bostic J.Q., Prince J., Brown K., Place S.
Journal of Child and Adolescent Psychopharmacology 2001; 11; 159-166.

Citalopram for the Treatment of Adolescent Anxiety Disorders: A Pilot Study.
Prince J., Bostic J.Q., Monuteaux M., Brown K., Place S.
Psychopharmacology Bulletin 2002; 36: 100-107

- 2001 Citalopram in Adolescents with Mood and Anxiety Disorders: A Chart Review.
Presented at the Annual Meeting of the American Psychiatric Association,
New Orleans, LA 5/9/2001
- 2001 Citalopram in Adolescents with Mood and Anxiety Disorders.
Presented at the Annual Meeting of NCDEU,
Phoenix, AZ 5/29/2001
- 2001 Citalopram in Adolescents with Mood, Anxiety, and Comorbid Conditions.
Presented at the Annual Meeting of the American Psychiatric Association 2001
Institute on Psychiatric Services,
Orlando, FL 10/11/2001.

HONORS AND OFFICES HELD

ACADEMIC AWARDS AND OFFICES

- Golden Apple Award for Excellence in teaching medical students
- Residency Education Committee representative
- Vice President Tulane Medical School Class of 1991
- President Jewish Medical Student Organization

ACADEMIC AWARDS AND OFFICES (cont.)

- Tau Beta Pi (engineering honor society)
- Alpha Eta Mu Beta (biomedical engineering honor society)
- Alpha Epsilon Delta (premedical honor society)
- Honor Scholar Junior Year Abroad Program

SOCIETY MEMBERSHIPS

- American Medical Association
- American Psychiatry Association
- American Academy of Child and Adolescent Psychiatry
- New Hampshire Medical Association
- New Hampshire Psychiatry Association
- New England Society of Child and Adolescent Psychiatry

CERTIFICATIONS

- Board Certified General Psychiatry
American Board of Psychiatry and Neurology, #43597
- Board Eligible, Child and Adolescent Psychiatry

LICENSES

- New Hampshire, Maine, South Carolina, Florida, Louisiana

Steve Arnault

Objective

To obtain a position where I can maximize my multilayer of management skills, quality assurance, program development, experience as an educator, customer service, and a successful track record in the health care environment.

Professional Experience

Lead Healthcare Systems Align, LLC
Nottingham, NH 1/2010 - Present

[Healthcare Systems Align.com](http://HealthcareSystemsAlign.com)

- Provide consultation to agencies, medical practices and practitioners to establish systems of integrated healthcare that includes practice patterns, billing strategies, quality and compliance strategy, policy development, outcome measurement and supervision.

VP of Quality, Compliance Center for Life Management, Derry, NH 1/2009 - Present
www.centerforlifemanagement.org

- Senior management position in mental health center serving 6000 consumers. Responsibilities include development, implementation and monitoring of strategies and systems to continuously improve the quality of services to consumers. Assure compliance to state and federal regulations.
- Develop and maintain systems to assure fidelity to evidence based practices.
- Continuous development of EMR and associated staff training.
- Establish and maintain outcome measures and their incorporation into QI/UR initiatives.
- Develop and implement projects to improve the quality of care.
- Chair of agency Safety Committee.

Director, Behavioral Health Portsmouth Regional Hospital 1/2006 - 12/2009
Services Portsmouth, NH

- Responsible for clinical, administrative and fiscal management of service line which includes 22 bed inpatient psychiatric unit, Psychiatric Assessment and Referral Service and interdepartmental service. Supervision of an Assistant Director and Coordinator, Responsible for 85 staff. Oversee the integration of behavioral health into primary care. Manage annual budget of 10.5 million dollars.
- Chair Directors Operations Meeting. Coordinate monthly meeting of hospital departmental directors.
- Co-chair of Patient Flow Committee. Analysis and development of data systems to monitor patient throughput. Develop and implement strategies to improve the efficiency of care.

Steve Arnault

Assistant Director of Behavioral Health Services Portsmouth Regional Hospital
Portsmouth, NH 4/2005 – 1/2006

- Responsible for the clinical and administrative functioning of the Psychiatric assessment and Referral Service (PARS). Manage annual budget of 600K.
- Supervision of 22 clinicians who provide psychiatric crisis assessments, admissions, intake and referral 24 hours a day.
- Supervision, oversight and development of the Interdepartmental Service: 3 clinicians who provide psychiatric assessment, consultation and therapy to patients admitted medically to the hospital.

Director of Adult Services Community Partners; Dover, NH 11/2001 – 4/2005

- Responsible for the clinical, administrative and financial operations of the Adult Outpatient Therapy, EAP, Admissions, Emergency Services, Geriatric and Acute Service programs (PHP/IOP) serving Strafford County. Supervised 4 managers responsible for 26 staff. Manage annual budget of 3 million dollars.

Clinical Director of Community Support Prog. Riverbend Community Mental Health Ctr
Concord, NH 9/2000 – 11/2001

- Responsible for the clinical, administrative and fiscal operations of programs serving 554 consumers with severe and persistent mental illness. Directly supervise 5 managers responsible for 60 staff. Development and oversight of annual budget of 4 million dollars.

Treatment Team Coordinator Riverbend Community Mental Health Ctr
Concord, NH 8/1996 – 9/2000

- Clinical and administrative supervision of a multidisciplinary team of 12 direct care staff. Serving an average of 100 individuals with severe and persistent mental illness.

Team Leader Strafford Guidance Center; Dover, NH 1/1993 – 8/1996

- Clinical and administrative supervision of 8 direct care staff. Serving an average of 80 individuals with severe and persistent mental illness.
- Developed the first interagency treatment team to serve individuals with severe and persistent mental illness and developmental disabilities in NH.

Clinical Case Manager Strafford Guidance Center; Dover, NH 1/1992 – 12/1993

- Provided psychotherapy and case management services to individuals with severe and persistent mental illness and substance abuse issues as part of The Continuous Treatment Team study through Dartmouth College.

Steve Arnault

Teaching & Educational Experience

Assistant Director / Behavioral Specialist Residential Resources; Keene, NH 1/1989 - 1/1992

- Directed all administrative, fiscal and clinical activities for 5 group homes and 3 supported living arrangements serving people with developmental disabilities. Provide behavioral consultation to individuals with behavioral/functional challenges.

Behavioral Specialist / Clinical Supervisor The Center for Humanistic Change 8/1986 - 1/1989
Manchester, NH

- Provide behavioral consultation to individuals facing behavioral/functional challenges in group homes, day programs, vocational and family settings. Supervised 2 clinicians.

House Manager Greater Lawrence Psychological Center 6/1984 - 8/1986
Lawrence, MA

- Administrative, clinical and financial management of a group home serving 4 men with severe and persistent mental illness.

Adjunct Faculty New England College; Henniker, NH 9/1994 - Present
www.nec.edu

- Teach graduate and undergraduate courses in psychology, counseling, program development and evaluation

Director of Masters Degree Program in Mental Health Counseling New England College; Henniker, NH 1/1998 - 3/2002

- Developed and implemented curriculum for degree program.
- Oversight of curriculum to insure quality, academic standards and student retention.
- Development and execution of marketing plan.
- Provided academic advising and mentoring to students.
- Faculty recruitment, supervision and monitoring of academic quality

Curriculum Consultant New England College; Henniker, NH Fall 2012 - Present

- Developed curricula for a certificate and C.A.G.S. in the integration of behavioral health into primary medicine.

CLM CENTER FOR LIFE MANAGEMENTKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Vic Topo	President & CEO	\$186,485	32%	\$59,675
Diana Lachapelle	Vice President & CFO	\$146,958	32%	\$47,026
Steve Arnault	Vice President Operations, Quality & Compliance	\$149,378	32%	\$47,801
Kenneth Brown	Medical Director	\$326,400	32%	\$104,448



Lori A. Shibillette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 24, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu authorized the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed \$1,731,950 for crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals with the option to renew for up to two (2) additional years, effective June 23, 2020, through August 19, 2021. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County Foundation	177278	Dover, Region 9	\$173,195
Northern Human Services	177222	Conway, Region 1	\$173,195
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	\$173,195
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$173,195
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$173,195
Monadnock Family Services	177510	Keene, Region 5	\$173,195
The Community Council of Nashua, N.H.	154112	Nashua, Region 6	\$173,195
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	\$173,195
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$173,195
Center for Life Management	174116	Derry, Region 10	\$173,195
		Total:	\$1,731,950

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-092-922010-19090000 HEALTH & SOCIAL SERVICES-DEPARTMENT OF HEALTH & HUMAN SERVICES-DIV FOR BEHAVIORAL HEALTH-BUREAU OF MENTAL HEALTH SERVICES-SAMHSA GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92201909	\$108,247
2021	102-500731	Contracts for Prog Svc	92201909	\$1,298,962
2022	102-500731	Contracts for Prog Svc	92201909	\$324,741
			Total	\$1,731,950

EXPLANATION

These items are **Sole Source** because the Department, in the interest of the public's health and safety, determined that the State's community mental health centers are best positioned to effectively provide crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals. The Bureau of Mental Health Services contracts for services through the community mental health centers that are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and State regulation NH He-M403.

Due to both COVID-19 and the State of Emergency, people with serious mental illness, youth with serious emotional disturbance and new or early serious mental illness, general citizens, and healthcare professionals are expected to develop new behavioral health problems or exacerbations of such problems, including increases in depression, anxiety, trauma, and grief. The Contractors will provide services to these individuals who are under or uninsured from June 23, 2020, to August 19, 2021.

The Contractors will increase the capacity of the New Hampshire community mental health system to respond to people with behavioral health crises who are impacted by the COVID-19 pandemic using evidence-based practices. New and existing staff will receive training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; trauma-informed care; and the use of American Society of Addiction Medicine criteria for Substance Use Disorder services. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

The Department will monitor contracted services by:

- Actively and regularly collaborating with the Contractors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- Requiring the Contractors to collect key data and metrics that include client-level demographic, performance and service data.
- Requiring implementation progress reports relative to staffing and training requirements.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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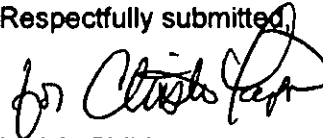
- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Rapid Response (SS-2020-DBH-07-RAPID-10)

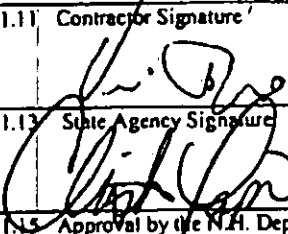
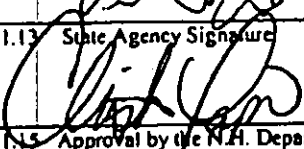
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center for Southern New Hampshire		1.4 Contractor Address 10 Tsienneto Rd. Derry, NH 03038	
1.5 Contractor Phone Number (603) 434-1577	1.6 Account Number 05-095-092-922010-19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation \$173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/14/20		1.12 Name and Title of Contractor Signatory Vic Topo President NT/CEO	
1.13 State Agency Signature  Date: 6-8-2020		1.14 Name and Title of State Agency Signatory Christie Tanguy, Associate Counselor	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/17/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials VT
 Date 6/14/20

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.

Contractor Initials

Date 6/14/02

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Ten (10).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.

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- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
- 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
- 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;
 - 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;



EXHIBIT B

- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions, including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:
 - 1.15.1. Medication Assisted Treatment (MAT);
 - 1.15.2. Cognitive Behavioral Therapy (CBT);
 - 1.15.3. Motivational Enhancement Therapy (MET);



EXHIBIT B

- 1.15.4. Seeking Safety;
- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Ten (10), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.
- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;

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- 2.2.3. Guideline-based crisis intervention;
- 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
- 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.
 - 2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.



EXHIBIT B

- 2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

- 3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.
- 3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.
- 3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.
- 3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.
- 3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.
- 3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.
- 3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.
- 3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.
- 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.

- 3.7. The Contractor may utilize funding in this Agreement designated for data

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EXHIBIT B

infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 5.3. Credits and Copyright Ownership
 - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

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Date 6/4/20



EXHIBIT B

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
 - 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

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EXHIBIT B

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

NK

6/4/20



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Indirect Cost Rate of 10.00% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

BUDGET	
Line Item	Amount Amount
Staffing	\$113,500
Fringe and Benefits	\$ 34,050
Personal Protective Equipment, Supplies, Technology, and Training	\$ 5,400
Data Collection	\$ 4,500
Indirect Costs on Clinical Services	\$ 15,295
Indirect Costs on Data Collection	\$ 450
Total	\$173,195

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served

The Mental Health Center for Southern
New Hampshire

Exhibit C

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Date 4/14/20



EXHIBIT C

indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.



EXHIBIT C

- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
- 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
- 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
- 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEE'S OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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:

6/4/2020
Date

Vic Topo
Name: Vic Topo
Title: President/CEO

Vendor Initials VT
Date 6/4/20



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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.

6/4/10
Date

Vendor Name: _____
Name: _____
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

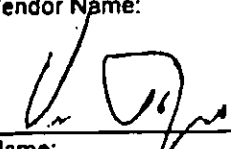
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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:

6/4/20
Date



Name:
Title: PRESIDENT/CEO

Vendor Initials LS
Date 6/4/20



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials W

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Date 6/4/20

Vendor Name:

[Signature]
Name:
Title: President / CEO

Exhibit G

Vendor Initials VS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 6/4/20



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1: By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

06/4/20
Date

Vendor Name:

[Signature]
Name:
Title: President/CEO

Vendor Initials [Signature]
Date 06/4/20



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.

JS

6/4/20



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 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended third party business associates, who will be receiving PHI

3/2014

Contractor Initials *RS*

Date 6/4/20



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.508 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

W

Date 6/4/20



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) l, the defense and Indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services The State	<u>MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE</u>
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Christine Tappan</u>	<u>President / CEO</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Associate Commissioner</u>	<u>President / CEO</u>
Title of Authorized Representative	Title of Authorized Representative
<u>6-8-2020</u>	<u>6/4/20</u>
Date	Date

Contractor Initials [Signature]

Date 6/4/20



**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:

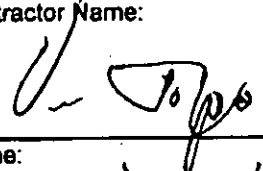
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
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.

6/4/20
Date

Contractor Name:

Name:
Title: PRESIDENT/CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 085573541
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: _____

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA.

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported, and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov