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

Lori A. Shibinette
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

February 10, 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 **Retroactively** amend existing contracts with the vendors listed below to provide evidence-based prevention services for children up to age 18 who are exposed to adverse childhood experiences as a result of opioid misuse, by increasing the total price limitation by $49,590.00 from $600,000.00 to $649,590.00 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 30, 2020 upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on September 18, 2019, (Item #20A).

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Greater Manchester Community	$300,000.00	$1,488.00	$301,488.00
Greater Nashua Mental Health	154112-B001	Nashua and Hudson	$300,000.00	$48,102.00	348,102.00
		Total:	**$600,000.00**	**$49,590.00**	**$649,590.00**

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

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the contractors continued providing services to ensure no lapse in client services. Because sufficient funds in State Fiscal Year 2021 were not available in the operating budget, and delays by the Substance Abuse and Mental Health Services Administration (SAMHSA) in approving New Hampshire's requests for continued State Opioid Response Grant funding, the efforts to add the state appropriations were deferred.

The purpose of this request is to continue providing evidence-based prevention services to children exposed to adverse childhood experiences as a result of opioid misuse through Community-Based Adverse Childhood Experiences Crisis Team projects.

Approximately 40 individuals will be served from September 30, 2020 through September 29, 2021.

The contractors will continue implementing teams that include safety professionals who can mobilize in cases of an overdose where children are present with the ability to respond to crisis twenty-four (24) hours per day, seven (7) days per week. The contractors will continue implementing Community-Based Adverse Childhood Experiences Crisis Teams that will be mobilized in cases of an overdose where children are present. Members of the teams include police officers, crisis services advocates and community health workers.

The contractors will continue meeting with individuals in their homes and in other natural environments and community settings to assist with the crisis as it arises to complete screenings, crisis interventions and referrals for services and supports. The teams work to stabilize individuals as quickly as practicable and provide services for up to seven (7) days following the onset of the crisis.

The Department will continue monitoring contracted services using the following tools and performance measures:

- Monthly statistical reports as outlined in Exhibit A of the Contract; and
- Satisfaction surveys to service providers with a minimum target of 95% satisfaction with services provided clients.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2, Sub-Paragraph 2.1 of the original 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 one (1) of the two (2) years available.

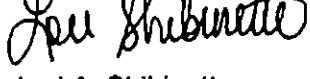
Should the Governor and Executive Council not authorize this request, children within the community who are present during an overdose crisis along with individuals battling an opioid misuse issue may not have access to professional services and supports that concentrate on Adverse Childhood Experiences.

Area served: Greater Manchester Community, Nashua and Hudson.

Source of Funds: CFDA #93.788, FAIN #H79TI081685 and H79TI083326.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT

Community-Based Adverse Childhood Experiences Crisis Team Project

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIVISION, STATE OPIOID RESPONSE GRANT

The Mental Health Center of Greater Manchester, Inc (Vendor #177184-B001

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increase (Decrease) Amount	Revised Budget
2020	102-500731	Contracts for Program Services	92057040	$230,566.38	($178,229.00)	$52,337.38
2021	102-500731	Contracts for Program Services	92057040	$69,433.62	$0.00	$69,433.62
2021	102-500731	Contracts for Program Services	92057046	$0.00	$59,717.00	$59,717.00
2021	102-500731	Contracts for Program Services	92057048	$0.00	$80,000.00	$80,000.00
2022	102-500731	Contracts for Program Services	92057048	$0.00	$40,000.00	$40,000.00
			Subtotal	***$300,000.00***	***$1,488.00***	***$301,488.00***

Greater Nashua Mental Health (Vendor # 154112-B001)

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increase (Decrease) Amount	Revised Budget
2020	102-500731	Contracts for Program Services	92057040	$250,000.00	($131,615.00)	$118,385.00
2021	102-500731	Contracts for Program Services	92057040	$50,000.00	$0.00	$50,000.00
2021	102-500731	Contracts for Program Services	92057046	$0.00	$59,717.00	$59,717.00
2021	102-500731	Contracts for Program Services	92057048	$0.00	$80,000.00	$80,000.00
2022	102-500731	Contracts for Program Services	92057048	$0.00	$40,000.00	$40,000.00
			Subtotal	***$300,000.00***	***$48,102.00***	***$348,102.00***
			Total	**$600,000.00**	**$49,590.00**	**$649,590.00**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community-Based Adverse Childhood Experiences Crisis Team Project Contract

This 1st Amendment to the Community-Based Adverse Childhood Experiences Crisis Team Project contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 19, 2019, (Item #20A), 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 18, 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 and increase the price limitation 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:

   September 29, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $301,488.

3. Modify Exhibit A, Scope of Services, Section 3. Reporting by adding Subsection 3.2 to read:

   3.2 The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or SAMHSA.

4. Modify Exhibit A, Scope of Services, Section 5. Measurable to read:

   5. **Performance Measures**

      5.1. The Contractor shall administer satisfaction surveys with Department approval to its community providers and report a minimum of 95% satisfaction with services provided.

      5.2. The Contractor shall collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.

5. Modify Exhibit A, Scope of Services, Section 6. State Opioid Response (SOR) Grant Standards to read:

   6. State Opioid Response (SOR) Grant Standards

      6.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.

6.2. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.

6.3. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.

6.4. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.

6.4.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

6.4.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.

6.5. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

6.6. The Contractor shall ensure that all clients are regularly screened for, tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

6.7. The Contractor shall collaborate with the Department to understand and comply with all appropriate DHHS, State of NH, SAMHSA, and other Federal terms, conditions, and requirement.

6.8. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:

6.8.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

6.8.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

6.8.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

6.8.4. Attestations will be provided to the Contractor by the Department.

6.8.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.

6.9. The Contractor shall refer to Exhibit C for grant terms and conditions including, but not limited to:

6.9.1. Invoicing;

6.9.2. Funding restrictions; and

6.9.3. Billing.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B Amendment #1, Methods and Conditions Precedent to Payment in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures

standards, which is attached hereto and incorporated by reference herein.

7. Modify Exhibit B-1 Budget (SFY20) by reducing the total budget amount by $178,229, which is identified as unspent funding, of which
   7.1. $59,717 is being carried forward to fund the activities in this Agreement for SFY21 (September 30, 2020 through December 31, 2020) in the amount of $59,717, as specified in Exhibit B-3 Amendment #1 NCE;
   7.2. $80,000 is being carried forward to fund the activities in this Agreement for SFY21 (January 1, 2021 through June 30, 2021), as specified in Exhibit B-4 Amendment #1 SOR II; and
   7.3. $38,512 is being carried forward to fund the activities in the Agreement for SFY22 (July 1, 2020 through June 30, 2021), as specified, in part, in Exhibit B-5 Amendment #1 SOR II.
8. Add Exhibit B-3 Amendment #1 NCE, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-4 Amendment #1 SOR II, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-5 Amendment #1 SOR, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactive to September 29, 2020 upon 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

1/22/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

The Mental Health Center of Greater Manchester

12/31/2020
Date

DocuSigned by:
William Rider
Name: William Rider
Title: President/CEO

New Hampshire Department of Health and Human Services
Community-Based Adverse Childhood Experiences Crisis Team Project

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

OFFICE OF THE ATTORNEY GENERAL

1/31/2021
Date

DocuSigned by:
D5CA920CE3C4AF...
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Methods and Conditions Precedent to Payment

1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
   2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 Budget through Exhibit B-5 Amendment #1 SOR.
4. The Contractor shall seek payment for services, as follows:
   4.1. First, the Contractor shall charge the client's private insurance or other payor sources.
   4.2. Second, the Contractor shall charge Medicare.
   4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
      4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
      4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
   4.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
   4.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. 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. Invoices shall

be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:

5.1. Backup documentation includes, but is not limited to:

5.1.1. General Ledger showing revenue and expenses for the contract.

5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

5.1.2.1. 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.

5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.

5.1.3. Invoices supporting expenses reported.

5.1.3.1. Unallowable expenses include, but are not limited to:

5.1.3.1.1. Amounts belonging to other programs.

5.1.3.1.2. Amounts prior to effective date of contract.

5.1.3.1.3. Construction or renovation expenses.

5.1.3.1.4. Food or water for employees.

5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

5.1.3.1.6. Fines, fees, or penalties.

5.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars ($3.00) per person for clients.

5.1.3.1.8. Cell phones and cell phone minutes for clients.

5.1.4. Receipts for expenses within the applicable state fiscal year.

5.1.5. Cost center reports.

5.1.6. Profit and loss report.

5.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

5.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

5.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

6. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).

7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

   SOR Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301

8. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

9. 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.

10. 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.

11. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.

12. 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 A, Scope of Services, including failure to submit required monthly and/or quartery reports.

13. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

14.1.1. 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.

14.1.2. 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.

14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

14.2. 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.

14.3. 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.

14.4. 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.

14.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services

Contractor Name: The Mental Health Center of Greater Manchester, Inc.

Budget Request for: Community-Based Adverse Childhood Experiences Crisis Team Project
RFP-2019-BDAS-13-COMMU-01

Budget Period: SFY21 September 30, 2020 -December 31, 2020 (NCE)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 36,223.72	$ 3,365.04	$ 39,588.76	$ 3,984.61	$ 370.15	$ 4,354.76	$ 32,239.11	$ 2,994.89	$ 35,234.00
2. Employee Benefits	$ 12,678.31	$ 1,177.76	$ 13,856.07	$ 1,394.62	$ 129.55	$ 1,524.17	$ 11,283.69	$ 1,048.21	$ 12,331.90
3. Consultants	$ 1,881.40	$ 174.78	$ 2,056.18	$ 206.95	$ 19.23	$ 226.18	$ 1,674.45	$ 155.55	$ 1,830.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 231.32	$ 21.49	$ 252.81	$ 25.45	$ 2.36	$ 27.81	$ 205.87	$ 19.13	$ 225.00
6. Travel			$ -			$ -	$ -	$ -	$ -
7. Occupancy	$ 240.17	$ 22.31	$ 262.48	$ 26.42	$ 2.45	$ 28.87	$ 213.75	$ 19.86	$ 233.61
8. Current Expenses	$ 382.10	$ 35.50	$ 417.60	$ 42.03	$ 3.91	$ 45.94	$ 340.07	$ 31.59	$ 371.66
9. Software	$ 1,087.20	$ 101.00	$ 1,188.20	$ 119.59	$ 11.11	$ 130.70	$ 967.61	$ 89.89	$ 1,057.50
10. Marketing/Communications	$ 359.83	$ 33.43	$ 393.26	$ 39.56	$ 3.68	$ 43.26	$ 320.25	$ 29.75	$ 350.00
11. Staff Education and Training	$ 2,141.85	$ 198.97	$ 2,340.82	$ 235.60	$ 21.89	$ 257.49	$ 1,906.25	$ 177.08	$ 2,083.33
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other- CIT Training	$ 6,168.54	$ 573.03	$ 6,741.57	$ 678.54	$ 63.03	$ 741.57	$ 5,490.00	$ 510.00	$ 6,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 61,394.44	$ 5,703.32	$ 67,097.76	$ 6,753.39	$ 627.37	$ 7,380.76	$ 54,641.05	$ 5,075.95	$ 59,717.00

Indirect As A Percent of Direct 9.3%

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Exhibit B-4 Amendment #1 SOR II

New Hampshire Department of Health and Human Services

Contractor Name: The Mental Health Center of Greater Manchester, Inc.

Budget Request for: Community-Based Adverse Childhood Experiences Crisis Team Project
RFP-2019-BDAS-13-COMMU-01
Budget Period: SFY21 January 1, 2021 - June 30, 2021 (SORII)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 59,322.84	$ 5,510.87	$ 64,833.71	$ 6,525.51	$ 606.20	$ 7,131.71	$ 52,797.33	$ 4,904.67	$ 57,702.00
2. Employee Benefits	$ 20,763.00	$ 1,928.80	$ 22,691.80	$ 2,283.93	$ 212.17	$ 2,496.10	$ 18,479.07	$ 1,716.63	$ 20,195.70
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 480.34	$ 44.63	$ 524.97	$ 52.84	$ 4.91	$ 57.75	$ 427.50	$ 39.72	$ 467.22
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 678.54	$ 63.03	$ 741.57	$ 74.64	$ 6.93	$ 81.57	$ 603.90	$ 56.10	$ 660.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 137.37	$ 12.76	$ 150.13	$ 15.11	$ 1.40	$ 16.51	$ 122.26	$ 11.36	$ 133.62
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 865.10	$ 80.36	$ 945.46	$ 95.16	$ 8.84	$ 104.00	$ 769.94	$ 71.52	$ 841.46
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 82,247.19	$ 7,640.45	$ 89,887.64	$ 9,047.19	$ 840.45	$ 9,887.64	$ 73,200.00	$ 6,800.00	$ 80,000.00

Indirect As A Percent of Direct 9.3%

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Exhibit B-5 Amendment #1 SOR II

New Hampshire Department of Health and Human Services

Contractor Name: The Mental Health Center of Greater Manchester, Inc.

Budget Request for: Community-Based Adverse Childhood Experiences Crisis Team Project
RFP-2019-BDAS-13-COMMU-01
Budget Period: SFY22 July 1, 2021 - September 29, 2021 (SORII)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 30,171.35	$ 2,802.81	$ 32,974.16	$ 3,318.85	$ 308.31	$ 3,627.16	$ 26,852.50	$ 2,494.50	$ 29,347.00
2. Employee Benefits	$ 10,559.98	$ 980.98	$ 11,540.96	$ 1,161.60	$ 107.91	$ 1,269.51	$ 9,398.38	$ 873.07	$ 10,271.45
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 160.11	$ 14.88	$ 174.99	$ 17.81	$ 1.64	$ 19.25	$ 142.50	$ 13.24	$ 155.74
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 226.18	$ 21.01	$ 247.19	$ 24.88	$ 2.31	$ 27.19	$ 201.30	$ 18.70	$ 220.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 5.98	$ 0.55	$ 6.53	$ 0.66	$ 0.06	$ 0.72	$ 5.32	$ 0.49	$ 5.81
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 41,123.60	$ 3,820.22	$ 44,943.82	$ 4,523.60	$ 420.22	$ 4,943.82	$ 36,600.00	$ 3,400.00	$ 40,000.00
Indirect As A Percent of Direct		9.3%							

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State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: **63323**

Certificate Number : **0004902617**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **21st** day of **April** A.D. **2020.**

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 28, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That William Rider, President/Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Mental Health Center of Greater Manchester to enter into contracts or agreements with the State
(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: 1-6-21

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

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/21/2020

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

COVERAGES **CERTIFICATE NUMBER:** 20-21 w/WC RE **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability $2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2110552	04/01/2020	04/01/2021	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
							Sexual/Physical Abuse or	$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2109943	04/01/2020	04/01/2021	~~COMBINED~~ SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Hired/borrowed	$ 1,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			PHUB715114	04/01/2020	04/01/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC6004000298-2020A	09/12/2020	09/12/2021	☒ PER STATUTE ☐ 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)

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

CERTIFICATE HOLDER

State of NH Dept. of Health & Human Services
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

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The Mental Health Center
of Greater Manchester

MISSION

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

VISION

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

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

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

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

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

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

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

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BAKER
NEWMAN
NOYES

Manchester Mental Health Foundation, Inc. and Affiliates

Audited Consolidated Financial Statements
and Supplementary Information

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

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2020 and 2019

TABLE OF CONTENTS

Independent Auditors' Report	1
Audited Consolidated Financial Statements:	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities and Changes in Net Assets	5
Consolidated Statement of Functional Expenses (June 30, 2020)	7
Consolidated Statement of Functional Expenses (June 30, 2019)	9
Consolidated Statements of Cash Flows	11
Notes to Consolidated Financial Statements	12
Supplementary Information:	
2020	
Consolidating Statement of Financial Position	33
Consolidating Statement of Activities and Changes in Net Assets	35
Analysis of BBH Revenues, Receipts and Receivables	37
Statement of Functional Public Support and Revenues	38
2019	
Consolidating Statement of Financial Position	40
Consolidating Statement of Activities and Changes in Net Assets	42
Analysis of BBH Revenues, Receipts and Receivables	44
Statement of Functional Public Support and Revenues	45

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BAKER NEWMAN NOYES

Baker Newman & Noyes LLC
MAINE I MASSACHUSETTS I NEW HAMPSHIRE
800.244.7444 I www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

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

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

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

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

Opinion

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

Other Matter—Report on Supplementary Information

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

Baker Newman & Noyes LLC

Manchester, New Hampshire
November 24, 2020

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

June 30, 2020 and 2019

ASSETS

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

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LIABILITIES AND NET ASSETS

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

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

Years Ended June 30, 2020 and 2019

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

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

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2020

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

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

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2019

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

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

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2020 and 2019

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

See accompanying notes.

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1. Summary of Significant Accounting Policies

Nature of Operations

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

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

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

Basis of Presentation and Principles of Consolidation

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

Use of Estimates

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

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1. Summary of Significant Accounting Policies (Continued)

Income Taxes

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

Cash and Cash Equivalents

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

Restricted Cash

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

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

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

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

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1. Summary of Significant Accounting Policies (Continued)

Patient Accounts Receivable

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

Other Accounts Receivable

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

Property and Equipment

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

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1. Summary of Significant Accounting Policies (Continued)

Debt Issuance Costs

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

Vacation Pay and Fringe Benefits

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

Program Service Fees

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

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

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

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1. Summary of Significant Accounting Policies (Continued)

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

Rental Income

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

State and Federal Grant Revenue and Expenditures

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

Other Income

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

Performance Indicator

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

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1. Summary of Significant Accounting Policies (Continued)

Net Assets With Donor Restrictions

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

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

Assets Whose Use is Limited or Restricted

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

Investments and Investment Income

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

Investment Return Objectives, Risk Parameters and Strategies

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

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1. Summary of Significant Accounting Policies (Continued)

Spending Policy for Appropriation of Assets for Expenditure

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

Retirement Benefits

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

Extended Illness Leave Plan

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

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

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

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1. **Summary of Significant Accounting Policies (Continued)**

Postretirement Health Benefit Plan

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

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

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

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

Malpractice Loss Contingencies

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

Functional Expense Allocation

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

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1. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

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

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

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

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

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1. Summary of Significant Accounting Policies (Continued)

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

Risks and Uncertainties

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

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

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

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1. Summary of Significant Accounting Policies (Continued)

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

Reclassifications

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

Subsequent Events

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

2. Program Service Fees From Third-Party Payors

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

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

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

3. Patient Accounts and Other Receivables

Patient accounts receivable consists of the following at June 30:

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

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3. Patient Accounts and Other Receivables (Continued)

Other accounts receivable consists of the following at June 30:

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

4. Investments and Assets Whose Use is Limited or Restricted

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

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

Investments

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

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

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

Assets Whose Use is Limited or Restricted

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

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

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

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

5. Fair Value Measurements

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

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5. Fair Value Measurements (Continued)

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

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

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

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

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

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

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;

- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and

- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

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

The following is a description of the valuation methodologies used:

Certificate of Deposit and Fixed Income Securities

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

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5. Fair Value Measurements (Continued)

Mutual funds

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

Common Stock

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

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

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

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5. Fair Value Measurements (Continued)

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

6. Property and Equipment

Property and equipment consisted of the following at June 30:

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

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6. Property and Equipment (Continued)

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

7. Deferred Revenue

Deferred revenue consisted of the following at June 30:

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

8. Line of Credit

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

9. Long-Term Debt

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

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9. Long-Term Debt (Continued)

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

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

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

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

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

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

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9. Long-Term Debt (Continued)

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

10. Lease Obligations

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

2021	$ 88,623
2022	54,103
2023	14,973
2024	1,673
2025	1,255
	$160,627

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

11. Leases in Financial Statements of Lessors

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

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

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

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12. Concentrations of Credit Risk

The Foundation holds investments with LPL Financial totaling $4,322,030 and $4,245,767 as of June 30, 2020 and 2019, respectively. Of this amount $3,822,030 and $3,745,767, respectively, is in excess of SIPC coverage of $500,000 and is uninsured at June 30, 2020 and 2019, respectively.

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

	2020	2019
Due from clients	41%	44%
Managed Medicaid	12	13
Medicaid receivable	15	13
Medicare receivable	8	3
Other insurance	24	27
	100%	100%

13. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30:

	2020	2019
Purpose restriction:		
Educational scholarships and program related activities	$209,298	$187,195
Perpetual in nature:		
Investments to be held in perpetuity, the income from which is restricted to support educational scholarships and program related activities	232,297	232,297
	$441,595	$419,492

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14. Liquidity and Availability

Financial assets available for general expenditure within one year of the statement of financial position date, consist of the following at June 30, 2020:

Financial assets at year end:	
Cash and cash equivalents	$ 9,525,985
Patient accounts receivable	2,021,607
Other accounts receivable	2,416,027
Investments	4,130,435
Financial assets available to meet general expenditures within one year	$18,094,054

The Foundation receives contributions restricted by donors, and considers contributions restricted for programs which are ongoing, major and central to its annual operations to be available to meet cash needs for general expenditures.

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Supplementary Information

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2020

ASSETS

	Center	Foundation	Amoskeag	Eliminations	Total
Current assets:					
Cash and cash equivalents	$ 9,174,331	$ 34,587	$117,067	$ 200,000	$ 9,525,985
Restricted cash	4,322	–	88,464	–	92,786
Patient accounts receivable	2,021,607	–	–	–	2,021,607
Other accounts receivable	2,414,414	199,900	1,713	(200,000)	2,416,027
Due from affiliate	161,908	–	–	(161,908)	–
Investments – short-term	250,000	–	–	–	250,000
Prepaid expenses	556,789	–	691	–	557,480
Total current assets	14,583,371	234,487	207,935	(161,908)	14,863,885
Investments – long-term	–	3,880,435	–	–	3,880,435
Assets whose use is limited or restricted	–	441,595	–	–	441,595
Property and equipment, net of accumulated depreciation	14,609,960	–	150,451	–	14,760,411
Total assets	$29,193,331	$4,556,517	$358,386	$(161,908)	$33,946,326

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LIABILITIES AND NET ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current liabilities:					
Accounts payable	$ 183,858	$ –	$ 2,586	$ –	$ 186,444
Accrued payroll, vacation and other accruals	3,935,578	711	–	–	3,936,289
Deferred revenue	574,430	–	–	–	574,430
Due to affiliate	–	128,400	33,508	(161,908)	–
Current portion of long-term debt	2,155,303	–	14,658	–	2,169,961
Amounts held for patients and other deposits	20,187	–	2,615	–	22,802
Total current liabilities	6,869,356	129,111	53,367	(161,908)	6,889,926
Extended illness leave, long term	484,285	–	–	–	484,285
Post-retirement benefit obligation	70,993	–	–	–	70,993
Long-term debt, less current maturities and unamortized debt issuance costs	9,313,307	–	53,877	–	9,367,184
Total liabilities	16,737,941	129,111	107,244	(161,908)	16,812,388
Net assets:					
Without donor restrictions	12,455,390	3,985,811	251,142	–	16,692,343
With donor restrictions	–	441,595	–	–	441,595
Total net assets	12,455,390	4,427,406	251,142	–	17,133,938
Total liabilities and net assets	$29,193,331	$4,556,517	$358,386	$(161,908)	$33,946,326

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2020

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Revenues and other support:					
Program service fees	$25,722,254	$ –	$ –	$ –	$25,722,254
Program rental income	138,572	–	–	221,172	359,744
Fees and grants from government agencies	6,253,650	–	–	–	6,253,650
Interest income	48,164	–	–	–	48,164
Other income	7,228,007	–	–	42	7,228,049
Total revenues and other support	39,390,647	–	–	221,214	39,611,861
Operating expenses:					
Program services:					
Children and adolescents	5,488,616	–	–	–	5,488,616
Emergency services	2,866,477	–	–	–	2,866,477
Vocational services	659,686	–	–	–	659,686
Noneligibles	1,738,729	–	–	–	1,738,729
Multiservice team	9,843,326	–	–	–	9,843,326
ACT team	4,194,118	–	–	–	4,194,118
Crisis unit	5,791,325	–	–	–	5,791,325
Community residences and support living	1,534,011	–	–	–	1,534,011
HUD residences	–	–	–	153,781	153,781
Housing bridge program	423,615	–	–	–	423,615
Other	1,862,359	–	–	–	1,862,359
Total program services	34,402,262	–	–	153,781	34,556,043
Support services:					
Management and general	3,503,470	–	–	29,453	3,532,923
Operating property	574,967	–	–	–	574,967
Interest expense	271,826	–	–	3,041	274,867
Total operating expenses	38,752,525	–	–	186,275	38,938,800
Income from operations	638,122	–	–	34,939	673,061

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2020

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Income from operations	$ 638,122	$ –	$ –	$ 34,939	$ 673,061
Nonoperating revenue (expenses):					
Rental income	401,003	–	–	–	401,003
Rental property expense	(298,934)	–	–	–	(298,934)
Contributions	218,666	591	4,475	–	223,732
Net investment return	–	142,543	17,628	–	160,171
Dues	–	(5,040)	–	–	(5,040)
Miscellaneous expenses	–	(3,499)	–	–	(3,499)
Nonoperating revenue, net	320,735	134,595	22,103	–	477,433
Excess (deficiency) of revenues over expenses	958,857	134,595	22,103	34,939	1,150,494
Net transfer (to) from affiliate	(200,000)	200,000	–	–	–
Increase in net assets	758,857	334,595	22,103	34,939	1,150,494
Net assets at beginning of year	11,696,533	3,651,216	419,492	216,203	15,983,444
Net assets at end of year	$12,455,390	$3,985,811	$441,595	$251,142	$17,133,938

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2020

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2020	$252,073	$3,041,764	$(2,529,883)	$763,954

	Amount
Analysis of receipts:	
Date of receipt/deposit:	
July 25, 2019	$ 251,192
July 30, 2019	230
August 16, 2019	885
October 18, 2019	503,259
November 15, 2019	251,187
December 26, 2019	251,187
January 21, 2020	252,072
February 26, 2020	251,187
March 25, 2020	265,187
May 4, 2020	251,187
May 21, 2020	1,123
June 4, 2020	251,187
	$2,529,883

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2020

								Mental Health
	Total Agency	Administration	Total Center Programs	Child and Adolescents	Emergency Services	Vocational Services	Non-Eligibles	Multi-Service Team
Program service fees:								
Net client fees	$ 181,631	$ –	$ 181,631	$ 11,792	$ 36,671	$ (4,636)	$ (35,149)	$ (60,284)
HMO's	1,799,918	–	1,799,918	422,945	185,587	–	421,226	472,449
Blue Cross/Blue Shield	2,493,363	–	2,493,363	389,203	337,243	–	441,019	670,946
Medicaid	19,226,816	–	19,226,816	6,571,219	540,874	301,183	258,187	6,600,411
Medicare	1,186,322	–	1,186,322	1,273	12,793	91	183,193	868,594
Other insurance	825,053	–	825,053	115,280	65,947	19,706	148,414	269,441
Other program fees	9,151	–	9,151	123	3,411	–	1,299	1,102
	25,722,254	–	25,722,254	7,511,835	1,182,526	316,344	1,418,189	8,822,659
Local and county government:								
Division for Children, youth and families	3,245	–	3,245	3,245	–	–	–	–
Federal funding path	43,731	–	43,731	–	43,731	–	–	–
Rental income	359,744	–	138,572	–	–	–	–	–
Interest income	48,164	–	48,164	–	–	–	–	–
BBH:								
Bureau of Behavioral Health	1,649,540	–	1,649,540	1,353	440,884	–	–	–
Other	1,345,248	–	1,345,248	–	–	–	–	–
Other revenues	10,439,935	–	10,439,893	2,008,696	1,159,197	182,867	111,805	2,045,589
	13,889,607	–	13,668,393	2,013,294	1,643,812	182,867	111,805	2,045,589
Total program revenues	$39,611,861	$ –	$39,390,647	$ 9,525,129	$ 2,826,338	$ 499,211	$ 1,529,994	$10,868,248

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	Center							
	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Amoskeag
Program service fees:								
Net client fees	$ 93,052	$ 25,405	$ 26,000	$ 21,000	$ –	$ 67,780	$ –	$ –
HMO's	13,293	284,418	–	–	–	–	–	–
Blue Cross/Blue Shield	37,068	617,884	–	–	–	–	–	–
Medicaid	2,316,186	1,592,395	557,284	462,903	2,128	24,046	–	–
Medicare	114,186	6,036	156	–	–	–	–	–
Other insurance	92,343	107,995	–	4,012	–	1,915	–	–
Other program fees	125	3,052	–	39	–	–	–	–
	2,666,253	2,637,185	583,440	487,954	2,128	93,741	–	–
Local and county government:								
Division for Children, youth and families	–	–	–	–	–	–	–	–
Federal funding path	–	–	–	–	–	–	–	–
Rental income	–	992	–	132,108	–	5,472	–	221,172
Interest income	–	–	–	–	–	48,164	–	–
BBH:								
Bureau of Behavioral Health	475,000	675,000	–	–	57,303	–	–	–
Other	–	1,345,248	–	–	–	–	–	–
Other revenues	1,095,204	1,120,490	43,374	314,687	11,096	1,855,619	491,269	42
	1,570,204	3,141,730	43,374	446,795	68,399	1,909,255	491,269	221,214
Total program revenues	$ 4,236,457	$ 5,778,915	$ 626,814	$ 934,749	$ 70,527	$ 2,002,996	$ 491,269	$ 221,214

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2019

ASSETS

	Center	Foundation	Amoskeag	Eliminations	Total
Current assets:					
Cash and cash equivalents	$ 5,906,396	$ 29,418	$126,651	$ –	$ 6,062,465
Restricted cash	454,345	–	33,173	–	487,518
Patient accounts receivable	1,714,057	–	–	–	1,714,057
Other accounts receivable	607,381	–	(2,479)	–	604,902
Due from affiliate	210,400	–	–	(210,400)	–
Investments – short-term	250,000	–	–	–	250,000
Prepaid expenses	495,089	–	691	–	495,780
Total current assets	9,637,668	29,418	158,036	(210,400)	9,614,722
Investments – long-term	–	3,826,275	–	–	3,826,275
Assets whose use is limited or restricted	–	419,492	–	–	419,492
Property and equipment, net of accumulated depreciation	14,199,392	–	149,970	–	14,349,362
Total assets	$23,837,060	$4,275,185	$308,006	$(210,400)	$28,209,851

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LIABILITIES AND NET ASSETS

	Center	Foundation	Amoskeag	Eliminations	Total
Current liabilities:					
Accounts payable	$ 375,033	$ –	$ 2,295	$ –	$ 377,328
Accrued payroll, vacation and other accruals	3,739,644	710	–	–	3,740,354
Deferred revenue	157,461	–	–	–	157,461
Accrual for estimated third-party payor settlements	99,218	–	–	–	99,218
Due to affiliate	–	203,767	6,633	(210,400)	–
Current portion of long-term debt	218,525	–	11,765	–	230,290
Amounts held for patients and other deposits	18,665	–	2,615	–	21,280
Total current liabilities	4,608,546	204,477	23,308	(210,400)	4,625,931
Extended illness leave, long term	460,541	–	–	–	460,541
Post-retirement benefit obligation	68,672	–	–	–	68,672
Long-term debt, less current maturities and unamortized debt issuance costs	7,002,768	–	68,495	–	7,071,263
Total liabilities	12,140,527	204,477	91,803	(210,400)	12,226,407
Net assets:					
Without donor restrictions	11,696,533	3,651,216	216,203	–	15,563,952
With donor restrictions	–	419,492	–	–	419,492
Total net assets	11,696,533	4,070,708	216,203	–	15,983,444
Total liabilities and net assets	$23,837,060	$4,275,185	$308,006	$(210,400)	$28,209,851

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS

Year Ended June 30, 2019

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Revenues and other support:					
Program service fees	$22,440,002	$ –	$ –	$ –	$22,440,002
Program rental income	131,429	–	–	203,638	335,067
Fees and grants from government agencies	4,644,491	–	–	–	4,644,491
Interest income	105,293	–	–	–	105,293
Other income	6,732,558	–	–	71	6,732,629
Total revenues and other support	34,053,773	–	–	203,709	34,257,482
Operating expenses:					
Program services:					
Children and adolescents	4,885,860	–	–	–	4,885,860
Elderly	256,616	–	–	–	256,616
Emergency services	2,444,022	–	–	–	2,444,022
Vocational services	555,013	–	–	–	555,013
Noneligibles	1,445,620	–	–	–	1,445,620
Multiservice team	7,879,982	–	–	–	7,879,982
ACT team	3,808,348	–	–	–	3,808,348
Crisis unit	5,299,302	–	–	–	5,299,302
Community residences and support living	1,486,944	–	–	–	1,486,944
HUD residences	–	–	–	214,402	214,402
Other	1,908,952	–	–	–	1,908,952
Total program services	29,970,659	–	–	214,402	30,185,061
Support services:					
Management and general	3,368,217	–	–	36,493	3,404,710
Operating property	478,932	–	–	–	478,932
Interest expense	253,414	–	–	3,530	256,944
Total operating expenses	34,071,222	–	–	254,425	34,325,647
Loss from operations	(17,449)	–	–	(50,716)	(68,165)

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2019

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Loss from operations	$ (17,449)	$ –	$ –	$ (50,716)	$ (68,165)
Nonoperating revenue (expenses):					
Rental income	403,191	–	–	–	403,191
Rental property expense	(367,083)	–	–	–	(367,083)
Contributions	273,353	15,172	6,418	–	294,943
Net investment return	–	207,272	22,404	–	229,676
Dues	–	(4,800)	–	–	(4,800)
Donations to charitable organizations	–	–	(16,500)	–	(16,500)
Miscellaneous expenses	–	(2,949)	–	–	(2,949)
Nonoperating revenue, net	309,461	214,695	12,322	–	536,478
Excess (deficiency) of revenues over expenses	292,012	214,695	12,322	(50,716)	468,313
Net transfer from (to) affiliate	83,907	(83,907)	–	–	–
Reclassification of net assets with donor restrictions	–	(67,481)	67,481	–	–
Increase (decrease) in net assets	375,919	63,307	79,803	(50,716)	468,313
Net assets at beginning of year	11,320,614	3,587,909	339,689	266,919	15,515,131
Net assets at end of year	$11,696,533	$3,651,216	$419,492	$216,203	$15,983,444

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2019

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2019	$162,885	$3,038,801	$(2,949,613)	$252,073

	Amount
Analysis of receipts:	
Date of receipt/deposit:	
July 16, 2018	$ 161,207
July 20, 2018	885
September 12, 2018	251,187
October 30, 2018	278,166
November 1, 2018	224,210
November 29, 2018	251,622
January 24, 2019	1,770
February 8, 2019	516,374
March 4, 2019	5,000
April 8, 2019	502,374
April 19, 2019	139,969
April 22, 2019	112,104
May 28, 2019	1,839
May 30, 2019	251,188
June 26, 2019	251,718
	$2,949,613

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2019

								Mental Health
	Total Agency	Administration	Total Center Programs	Child and Adolescents	Elderly Services	Emergency Services	Vocational Services	Non-Eligibles
Program service fees:								
Net client fees	$ 371,054	$ –	$ 371,054	$ 57,629	$ (30,131)	$ 74,775	$ 10,467	$ (33,806)
HMO's	1,537,915	–	1,537,915	291,142	26,245	281,882	–	333,349
Blue Cross/Blue Shield	2,111,774	–	2,111,774	303,611	62,836	344,591	–	395,569
Medicaid	16,632,486	–	16,632,486	5,720,539	311,395	488,409	257,662	285,511
Medicare	1,190,836	–	1,190,836	750	194,785	8,238	1	139,715
Other insurance	597,002	–	597,002	94,147	16,599	119,631	6,023	92,977
Other program fees	(1,065)	–	(1,065)	(137)	(1,498)	(3,716)	–	(1,025)
	22,440,002	–	22,440,002	6,467,681	580,231	1,313,810	274,153	1,212,290
Local and county government:								
Division for Children, youth and families	3,540	–	3,540	3,540	–	–	–	–
Federal funding path	40,121	–	40,121	–	–	40,121	–	–
Rental income	335,067	–	335,067	–	–	–	–	–
Interest income	105,293	–	105,293	–	–	–	–	–
BBH:								
Bureau of Behavioral Health	3,038,801	–	3,038,801	2,804	–	440,882	–	–
Other	1,079,642	–	1,079,642	–	–	–	–	–
Other revenues	7,215,016	46,315	7,168,701	2,056,937	69,266	1,100,213	177,174	44,618
	11,817,480	46,315	11,771,165	2,063,281	69,266	1,581,216	177,174	44,618
Total program revenues	$34,257,482	$ 46,315	$34,211,167	$ 8,530,962	$ 649,497	$ 2,895,026	$ 451,327	$ 1,256,908

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	Center							
	Multi Service Team	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Amoskeag
Program service fees:								
Net client fees	$ (119,964)	$ 61,199	$ 245,926	$ 29,012	$ 24,383	$ –	$ 51,564	$ –
HMO's	298,487	18,683	288,120	–	–	–	7	–
Blue Cross/Blue Shield	495,257	56,949	452,948	–	–	–	13	–
Medicaid	5,034,904	2,051,593	1,529,058	478,813	441,634	1,451	31,517	–
Medicare	756,733	86,908	3,703	2	–	–	1	–
Other insurance	103,260	72,975	47,897	–	2,512	–	40,981	–
Other program fees	(982)	(139)	(3,022)	–	(43)	–	9,497	–
	6,567,695	2,348,168	2,564,630	507,827	468,486	1,451	133,580	–
Local and county government:								
Division for Children, youth and families	–	–	–	–	–	–	–	–
Federal funding path	–	–	–	–	–	–	–	–
Rental income	–	–	2,303	–	123,675	–	5,451	203,638
Interest income	–	–	–	–	–	–	105,293	–
BBH:								
Bureau of Behavioral Health	–	1,591,509	940,606	–	–	63,000	–	–
Other	–	–	1,079,642	–	–	–	–	–
Other revenues	1,489,720	–	416,861	39,393	317,525	1,112	1,455,811	71
	1,489,720	1,591,509	2,439,412	39,393	441,200	64,112	1,566,555	203,709
Total program revenues	$ 8,057,415	$ 3,939,677	$ 5,004,042	$ 547,220	$ 909,686	$ 65,563	$ 1,700,135	$ 203,709

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MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

BOARD OF DIRECTORS
2020 - 2021

Kevin Sheppard, Chair, Director, Manchester Public Works
Term 6 yrs. 10/2016-9/2022

Tina Legere, Vice Chair, VP of Operations, Catholic Medical Center
Term 6 yrs. 10/2018-9/2024

Brent Kiley, Treasurer, Managing Director, Rise Private Wealth Management
Term 6 yrs. 10/2017-9/2023

Lizabeth MacDonald, Secretary, Principal, Weston Elementary School
Term 6 yrs. 4/2016-9/2022

Allen Aldenberg, Captain, Manchester Police Dept.
Term 6 yrs. 1/2019-9/2024

Mark Burns, Senior Sales Executive, Wieczorek Insurance
Term 6 yrs. 10/2019-9/2025

Ronald Caron, Attorney, Devine, Millimet Law Firm
Term 6 yrs. 10/2019-9/2025

Jeff Eisenberg, President, EVR Advertising
Term 6 yrs. 10/2018-9/2024

Desneiges French, Senior Accountant, Wipfli, LLP
Term 6 yrs. 10/2019-9/2025

David Harrington, Granite State Credit Union
Term 6 yrs. 10/2017-9/2023

Philip Hastings, IT Consultant
Term 6 yrs. 10/2015-9/2021

Jaime Hoebeke, Division Head, Manchester Health Dept.
Term 6 yrs. 10/2015-10/2021

Christina Mellor, Interior Designer, Lavallee Brensinger Architects
Term 6 yrs. 10/2015-9/2021

Michael Reed, President, Stebbins Commercial Properties, LLC
Term 6 yrs. 10/2019-9/2025

Deanna Rice, Director of Case Management and Population Health, Catholic Medical Center
Term 6 yrs. 10/2020-9/2026

Ron Schneebaum, MD, Dartmouth Hitchcock
Term 6 yrs. 10/2018-9/2024

Andrew Seward, Chief Information Security Officer, Solution Health System
Term 6 yrs. 10/2016-9/2022

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MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

BOARD OF DIRECTORS
2020 - 2021

Richard Shannon, Deacon, Director of Pastoral Care, Bishop Peterson Residence
Term 6 yrs. 10/2016-9/2022

William Stone, President and CEO, Primary Bank
Term 6 yrs. 5/2020-9/2026

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Jessica Lachance

Education

May 2005 **Southern NH University** **Manchester, NH**

Master of Science, Community Mental Health

- Specialization in Adults with co-occurring Mental Illness and Substance Use Disorders

1994 Saint Anselm College Manchester, NH

Bachelor of Arts, Psychology

- Member of Psi Chi, National Honor Society in Psychology

Professional experience

October 2016-present

The Mental Health Center of Greater Manchester

Director, Mobile Crisis Response Team

- Responsible for the administration, monitoring and supervision of a 24/7 Mobile Crisis Team

April 2007-present

The Mental Health Center of Greater Manchester

Coordinator of Housing, InSHAPE and Outreach Services

- Responsible for the supervision and monitoring of all residential programs within MHCGM, as well as the InShape and Housing Outreach Teams.
- Direct and indirect supervision of over 40 staff, including 2 Residential Supervisors
- Trainer and Supervisor for clinicians practicing Illness Management and Recovery
- Liaison for Manchester Housing Authority

Jan 2004-April 2007

The Mental Health Center of Greater Manchester Manchester, NH

Assistant Coordinator of Assertive Community Treatment

- Assist the Coordinator of ACT in managing three assertive community treatment teams, as well as two outreach teams and a residential treatment program.
- Provide direct supervision and training to 9 full time clinical staff.

July 2001-Dec 2003

Mental Health Center of Greater Manchester Manchester, NH

Supervisor – Gemini House

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- Manage the daily operations of Gemini House, a Modified Therapeutic Community for up to 15 adults diagnosed with co-occurring mental illness and substance use disorders
- Ensure that the Gemini Program is in full compliance with Department of Health and Human Services regulations for Certified Community Residences
- Provide supervision and training for 7 full time residential specialists
- Promote consistency and effective communication between residential and clinical staff
- Facilitate referrals and admissions to the Gemini Program

Jan 2003-May 2003

Mental Health Center of Greater Manchester Manchester, NH

Graduate Intern – Emergency Services

- Completed a 300 hour internship in the Emergency Services Department. Provided crisis counseling, intake and assessment, and motivational screening

Sept 1998 – July 2001

Mental Health Center of Greater Manchester Manchester, NH

Residential Specialist – Gemini House

- Provided MIMS based individual and group services to adults with co-occurring disorders, emphasizing development of community-based independent living skills, relapse prevention skills, and coping skills within a Modified Therapeutic Community
- Utilized Prochaska Model, Recovery Model, and Motivational Interviewing when working with residents
- Worked as an integral part of an Assertive Community Treatment Team
- Provided targeted feedback, support, and direction through frequent daily contact with Gemini residents

Awards received

Recipient of the 2003 and 2006 Mental Health Center of Greater Manchester Presidents Circle Award

Recipient of 2013 Kendall Snow Community Awareness and Advocacy Award

References

Furnished upon request.

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PATRICIA CARTY, MS, CCBT

Executive Vice President/Chief Operating Officer

DESCRIPTION

Works collaboratively with members of Senior Leadership Team and is an active participant in planning and development. Attends meetings with the Board of Directors and contributes to Board effort in governing The Center. Advises the President/CEO of opportunities and trends within the environment that The Center operates, as well as analyzing the strengths and weaknesses of Center programs and personnel. Understands and incorporates The Center's mission, vision and Guiding Values and Principles in all areas of performance. Positively represents The Center y to all constituent groups; including regulatory agencies, media, general public, staff, consumers and families. May be requested to take part in consultations, education activities, speakers bureau, presentations, supervision of employees toward licensure, and will be expected to take part in Quality Improvements activities.

EDUCATION

MS	Springfield College, Manchester Community/Psychology	1994
BA	University of Vermont Psychology	1985

EXPERIENCE

The Mental Health Center of Greater Manchester — Manchester, NH

July 2015 to present	Executive Vice President/Chief Operating Officer
2000 to July 2015	Director of Community Support Services
1996 – 2000	Assistant Director of Community Support Services
1990 – 1996	Assistant Coordinator, Restorative Partial Hospital
1987 – 1990	Counselor, Restorative Partial Hospital
1986 – 1987	Residential Specialist

PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES AND CERTIFICATIONS

- Member – Psychopharmacology Research Group, Department of Psychiatry, Dartmouth Medical School – 2003 to present
- 1998 Recipient of the Mental Illness Administrator of the Year Award by the National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire DBT treatment program
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- National Association of Cognitive Behavioral Therapists

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PATRICIA CARTY, MS, CCBT
Executive Vice President/Chief Operating Officer

PUBLICATIONS

The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. Community Mental Health Journal, Vol. 43, No. 3, June 2007.

Co-authored Chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality. Edited by Sederer & Dickey, 2001.

Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. Psychology Assessment. 2001. Vol. 13, No. 1, 110-117.

HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.

Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. Journal of Consulting and Clinical Psychology. 1998. Vol. 49, No. 10, 1338-1340.

Integrating Dialectical Behavior Therapy into a Community Mental Health Program. Psychiatric Services. October 1998. Vol. 49, No. 10, 1338-1340.

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PAUL J. MICHAUD
MSB, BS

Seasoned professional with 30 years of financial management, reporting, and leadership experience, inclusive of general ledger oversight & reconciliations, month-end close, payroll, A/P, A/R, budgeting / forecasting, variance analysis, product costing, revenue cycle management, revenue enhancement, treasury / cash-flow forecasting, environmental & operational analysis, staff supervision, H/R, workers comp. and insurance / risk administration, regulatory and statutory reporting, external audits, strategic planning, policy development, grants / funding management, technology implementation, EMR, compliance, and security.

LEADERSIP POSITIONS

Chief Financial Officer	The Mental Health Center Of Greater Manchester (NH)	2011 to present
Controller	Associated Home Care, Inc. Beverly, MA	2009 to 2011
Chief Financial Officer	Seacoast VNA, North Hampton, NH	1998 to 2009
Manager, Public Accounting	Berry, Dunn, McNeil & Parker, CPA	1996 to 1998
Director, Budget & Cost / Controller	BCBS of Maine, So. Portland, ME	1993 to1996

Key Accountabilities: Oversight of all accounting, financial reporting, transaction processing, budgets / forecasts, A/R, A/P, G/L, payroll, I/T, product costing, profitability analysis, and vendor contracting. Regular collaboration with Senior Management Team, Finance Committees, Board of Directors, external auditors, and federal / state regulators. Other responsibilities include: revenue cycle & cash flow management, analysis and resolution of forecast variances, management of billing, A/R and collections, banking, investor, lender relationships, new business development, staff recruitment, supervision, training, benefits / retirement plans administration , cost accounting, operational analyses, systems integration, development and maintenance of accounting and management information systems. Duties also include assessing risk exposure & insurance coverage, M & A evaluations and due diligence, grant applications, and preparation of corporate income tax schedules and support (Forms 990 and 1120)

Significant Accomplishments – Post-Acute Healthcarefacilities:

Key member of EMR implementation team (billing, A/R, Accounting, registration functions)
Financial oversight during period of 100% revenue growth
Financial oversight during period of national Top 500 Agency Status
Financial oversight during period of 300% reduction in Days in A/R
One-year oversight – due diligence process – Merger with $50 million entity

Audit / Consulting Manager
Berry, Dunn, McNeil & Parker, CPA's & Management Consultants 1996 to 1998
Provided consultation and advisory services to hospitals , nursing homes, ALF's, and other healthcare facilities (acute & post-acute) in areas of reimbursement, financial planning and reporting and systems evaluations and integration. Coordinated and supervised audit engagements, regulatory report preparation, feasibility studies, due diligence, financial forecasts and projections, and operational and compliance reviews. Assisted clients with regulatory licensing and certifications.

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Budget Director, Finance Division, Budget & Cost Department
Blue Cross & Blue Shield of Maine So. Portland, ME 1993 through 1996
Directed corporate administrative budgeting and forecasting process for Maine's largest managed care organization. Determined, distributed, analyzed, and forecast annual operating expenses in excess of $70 million. Oversight responsibilities of administrative expense reimbursement for all federal and state contracts. Supervised professional and administrative staff. A/P. Payroll, G/L, financial & budget variance reporting & analysis. Interim appointment as VP of Finance.

Significant Accomplishments:

Reorganized corporate budgeting and costing process, converting to electronic format while enhancing routine communications with department heads and improving variance reporting..
Restructured payroll and A/P functions resulting in operational and economic efficiencies.
Collaborated with senior management in major corporate reorganization to streamline operations and reduce administrative costs. Reduced administrative budget in excess of 25%.
Appointed to corporate job evaluation and compensation committee

Audit Manager, Medicare Fiscal Intermediary
Blue Cross & Blue Shield of Maine So. Portland, ME 1985 through 1993

Oversight responsibilities for Medicare cost report audit and reimbursement functions for hospital complexes, home health care agencies, skilled nursing facilities, and other healthcare providers. Interpreted and applied federal program laws, regulations and cost reporting instructions. Interacted with provider officers and external consultants, CPA's and federal program officials. Staff supervision.

Accomplishments:

Planned, organized and implemented New England Regional Home Health Agency audit department in 1986, inclusive of development of audit programs and policies, fraud and abuse detection programs, staff recruitment and training, and all related administrative and management functions.
Administered annual audit and provider service functions resulting in HCFA recognition of Blue Cross & Blue Shield of Maine as one of the leading and most cost efficient audit intermediaries in the entire country based upon federal performance and quality standards. (1989 through 1995)

Staff Auditor – Public Accounting
Planned and conducted audit examinations and prepared financial statements and tax returns for clients within the retail, financial services, healthcare and manufacturing industries.

Arthur Young & Company, Portland, Maine 1982 through 1983

EDUCATIONAL EXPERIENCE

Husson College, Bangor, Maine
Masters of Science in Business Administration (MSB – Accounting Concentration) 1990
Husson College, Bangor, Maine
Bachelor of Science in Accounting (BSA) 1980

TECHNICAL PROFICIENCIES

Microsoft Office Products – Excel, Word, Powerpoint, database management tools
Various accounting & patient billing programs *(Quantum, myAvatar, QuickBooks, MAS 90, MISYS, HAS, CERNER)*

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CURRICULUM VITAE

MICHAEL D McNAMARA, DO, FACN

PERSONAL

Born: [redacted]

Current Address: [redacted]

Phone: [redacted]

E-mail: [redacted]

PROFESSIONAL LICENSURE AND CERTIFICATION

Michigan Medical License 1989-2013, Vermont Medical License 1992-2013

Board Certification in Psychiatry – Diplomat of the American College of Osteopathic Neurologists and Psychiatrists 1997, Recertified 2007
Certificate – 0432

DEA Certificate BM2114560, 1989-Present (2013)
XM2114560, 2008-Present (2013)

EDUCATION

College: St. Michael's College, Winooski, Vermont, B.A., 1981

Medical School: University of New England College of Osteopathic Medicine, Biddeford, Maine, D.O., 1988

Internship: Michigan Health Center, Detroit, Michigan, 1989

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EDUCATION (continue)

Psychiatric Residency: Adult Mental Health Hospital, Woodward Avenue, Detroit, Michigan, July 1989-June1992

EDUCATIONAL CONFERENCES

Certified by the American Osteopathic Association for completion of at least 150 CME credit hours for the following three-year cycles: 1992-1994, 1995-1997, 1998-2000, 2001-2004, 2005-2007, 2007-2010.2011-2013

PROFESSIONAL MEMBERSHIPS

American Osteopathic Association

American College of Osteopathic Neurologists and Psychiatrists
-Elected as Fellow 2009

The Vermont State Association of Osteopathic Physicians and Surgeons

American Psychiatric Association

American Osteopathic Academy of Addiction Medicine

American Association of Geriatric Psychiatry

POSITIONS

Chief of Psychiatry, North Country Hospital, Newport, Vermont 1992- (2008)

Medical Director for the mental health outpatient clinic operated by North Country Hospital, Northern Vermont Counseling and Psychiatric Services, 1992-(2013)

Medical provider for Suboxone outpatient clinic at North Country Hospital (2007- 2013)

Clinical Assistant Professor, Dept of Family Medicine, UVM College of Medicine(2005-2012)

Past- President Vermont State Association of Osteopathic Physicians & Surgeons (VSAOPS) 2003-2005

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President, North Country Hospital Medical Staff (2006-7)

Trustee member, North Country Hospital Board of Trustees (2006 & 2007)

Board Member- American Osteopathic Board of Neurology & Psychiatry
2009- (2013)

Board Examiner for American College Board of Neurology & Psychiatry,
Part II Oral Psychiatric Exams, Cherry Hill NJ, 2005, 2006, 2007, 2008, 2009,
2010,2011,2012,2013

Program Chair (VSAOPS) for annual Vermont State CME conference at Stowe, Vermont
2002 & 2003

Board Officer VSAOPS 1998-2005

Member of Medical Staff, North Country Hospital Medical Staff 1992- (2013)

Officer Medical staff executive committee North Country Hospital 2002-2007

Chairman of the Ethics Committee at North Country Hospital 1993-1996

Member of the North Country Hospital Ethics Committee 1992- (2013)

Member of Pharmaceutical, Therapeutic and Treatment Medical Staff Committee at North Country Hospital, 1992- 2008

Psychiatric Consultant to Northeast Kingdom Community Action Alcohol and Drug Rehabilitation Program, 1995-1997

Vermont Member of the House Delegates of the American Osteopathic Association Chicago, Illinois July 2003, 2004, 2005, 2006, 2007, 2008, 2009,2010,2011,2012,2013

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CLINICAL INTERSTS

Psychopharmacology, Anxiety Disorders, Consult Liaison Psychiatry, Geriatric Psychiatry, Addiction Medicine

REFERENCES

Claudio Fort
CEO North Country Hospital, Newport Vermont
802-334-3201 work phone
Claudio has been my boss at NCH for past five years

Dr. Donna Kiley MD
Psychiatrist at Howard Mental Health Center, Burlington Vermont
802-488-6200 work phone
Dr. Kiley worked for many years at the local mental health center in Newport Vermont

Maureen Curley PhD. PMHCNS, BC
Assistant Professor, University of Florida
Director of training program for psychiatric NP's at UFL
352-273-6417 work phone
Dr Curley worked for many years with me at my NCH outpatient office as a psychiatric NP

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CONTRACTOR NAME
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
RFP-2019-BDAS Community-Based Adverse Childhood Experiences Crisis Team Project
BUDGET PERIOD: SFY 2020
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
JESSICA LACHANCE	PROGRAM DIRECTOR	$ 85,188.00	12.5 %	$10,648.50
PATRICIA CARTY	CHIEF OPERATING OFFICER	$ 114,441.60	2.5%	$ 2,861.04
PAUL MICHAUD	CHIEF FINANCIAL OFFICER	$ 127,556.00	.05%	$ 637.78
MICHAEL McNAMARA	VP / CHIEF MEDICAL OFFICER	$ 190,227.00	1.0%	$ 1,902.27

20A mac

Jeffrey A. Meyers
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

August 28, 2019

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 Behavorial Health, to enter into agreements with the vendors listed in the table below to provide evidence-based prevention services for children up to age 18 who are exposed to adverse childhood experiences as a result of opioid misuse in an amount not to exceed $600,000, effective upon Governor and Executive Council approval, though September 29, 2020. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Contract Amount
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$300,000
Greater Nashua Mental Health	154112-B001	Nashua	$300,000
		Total:	**$600,000**

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

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIVISION, STATE OPIOID RESPONSE GRANT

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide evidence-based prevention services to children exposed to adverse childhood experiences as a result of opioid misuse through Community-Based Adverse Childhood Experiences Crisis Team projects.

Approximately 70 individuals will be served from September 2019 through September 2020.

The Contractors will implement teams that include safety professionals who can mobilize in cases of an overdose where children are present. Teams will be implemented within three (3) to six (6) months of the effective date of the contracts with the ability to respond to crisis twenty (24) hours per day, seven (7) days per week.

The Contractors will develop and implement Community-Based Adverse Childhood Experiences Crisis Teams that will be mobilized in cases of an overdose where children are present. Members of the teams include police officers, crisis services advocates and community health workers.

The Contractors will meet individuals in their homes and in other natural environments and community settings to assist with the crisis as it arises to complete screenings, crisis interventions and referrals for services and supports. The teams will work to stabilize individuals as quickly as practicable continue to provide services for up to seven (7) days following the onset of the crisis.

New Hampshire's State Opioid Response Grant projects use evidence-based methods to expand treatment, recovery and prevention services to individuals with Opioid Use Disorder in New Hampshire. In 2017, New Hampshire had 488 opioid-related deaths, 2,774 emergency Naloxone (Narcan) administrations, and 6,684 emergency department opioid related visits. New Hampshire is ranked as having the third highest overdose rate in the country at 39 individuals per 100,000 population.

The scope of services in these contracts was developed, in part, through a public comment forum that identified gaps in the prevention system aimed at addressing increased exposure to Adverse Childhood Experiences in children as a result of the state's opioid crisis.

As referenced in the Exhibit C-1 of these agreements, the parties have the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of the Contractors and the delivery of services required under these agreements using the following performance measures:

- Monthly statistical reports as outlined in Exhibit A of the Contract;
- Satisfaction surveys to service providers with a minimum target of 95% satisfaction with services provided clients.

These two (2) vendors were selected for this project through a competitive bid process. A Request for Proposal was posted on the Department of Health and Human Services website from April 4, 2019 through April 30, 2019. The Department received three (3) proposals. The proposals were reviewed and scored by a team of individuals with program-specific knowledge. The Score Summary is attached.

Should the Governor and Executive Council not authorize this request, children within the community who are present during an overdose crisis along with individuals battling an opioid misuse issue may not have access to professional services, support and advocacy. Without these services, the State may not have the necessary tools in order to further combat the epidemic in New Hampshire.

Area served: Greater Manchester Community, Nashua and Hudson.

Source of Funds: 100% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant. CFDA #93.788, FAIN #H79T1081685 and FAIN # T1080246.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FINANCIAL DETAIL

Community-Based Adverse Childhood Experiences Crisis Team Project
RFP-2019-BDAS-13-COMMU

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES; DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIVISION, STATE OPIOID RESPONSE GRANT
100% Federal Funds

Greater Nashua Mental Health

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contract for Prog Svcs	92057040	$ 230,566.38
SFY 2021	102-500731	Contract for Prog Svcs	92057040	$ 69,433.62
			Sub-Total	*$ 300,000.00*

The Mental Health Center of Greater Manchester, Inc.

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contract for Prog Svcs	92057040	$ 250,000.00
SFY 2021	102-500731	Contract for Prog Svcs	92057040	$ 50,000.00
			Sub-Total	*$ 300,000.00*
			Grand Total	**$ 600,000.00**

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Experiences Crisis Team Project
RFP Name

RFP-2019-BDAS-13-COMMU
RFP Number

Bidder Name	Maximum Points	Actual Points
1. The Mental Health Center of Greater Manchester	470	353
2. Riverbend Community Mental Health, Inc.	470	350
3. Greater Nashua Mental Health	470	432

Reviewer Names

1. Erica Ungarelli, Administrator IV-DBH
2. Jill Burke, Administrator II-BDAS
3. Laurie Heath, Business Administrator III-DBH
4. Melissa Girard, Business Administrator II-DBH
5. Amanda Spreeman, Program Specialist IV-DBH

FORM NUMBER P-37 (version 5/8/15)

Subject: Community-Based Adverse Childhood Experiences Crisis Team Project (RFP-2019-BDAS-13-COMMU)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc.		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 668-4111	1.6 Account Number 05-95-92-920510-70400000	1.7 Completion Date September 29, 2020	1.8 Price Limitation $300,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory William Rider, President/CEO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On August 19, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Joanne C. Duclos

1.13.2 Name and Title of Notary or Justice of the Peace JOANNE C. DUCLOS, Notary Public My Commission Expires August 8, 2023

1.14 State Agency Signature [signature] Date: 8/26/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: [signature] On: 9/3/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

WTR 8/19/19

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials *MK*
Date 8/19/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials UTR
Date 8/19/19

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials WJR
Date 8/19/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.

1.4. The Contractor shall post its address, phone numbers, program contact information and, if appropriate, hours of operation and services offered on its Internet website.

1.5. The Contractor shall ensure services are available to children ages 0 to 18 years of age and their families directly affected by an opioid misuse event in their service areas of the Greater Manchester community, which includes:

1.5.1. Auburn;
1.5.2. Bedford;
1.5.3. Candia;
1.5.4. Goffstown;
1.5.5. Hooksett;
1.5.6. Londonderry;
1.5.7. Manchester; and
1.5.8. New Boston.

2. Scope of Services

2.1. The Contractor shall provide central triage and service beginning with the first call received from or regarding any person experiencing a crisis and seeking assistance within the greater Manchester community.

2.2. The Contractor's Crisis Team services shall be initially provided by a combination of Master's (MA) level youth-focused clinician's and Bachelor's (BA) level Family Community Support workers.

2.2.1. Team staff will have access, 24 hours a day, seven days a week (24/7) to additional supports, for consultation regarding youth

mental health crises and the resolution of any issues or concerns that may arise, from:

2.2.1.1. Youth-focus Master's level clinicians;
2.2.1.2. On-call psychiatrist or Advanced Practice Registered Nurse (APRN);
2.2.1.3. Supervisory staff; and
2.2.1.4. Administrator-on-call.

2.3. The Contractor's Crisis Team shall conduct assessment and assist where youth and Opioid Misuse events intersect, to ensure that risk for suicide is evaluated and communicated to project partners, including, but not limited to NH 2-1-1 and the Suicide Hotline.

2.4. The Contractor's Crisis Team shall provide 24/7 immediate and direct phone triage services for all persons requesting or requiring contact with the team.

2.5. The Contractor shall ensure efforts are coordinated with:

2.5.1. NH 2-1-1;
2.5.2. Emergency Medical services;
2.5.3. Local law enforcement; and
2.5.4. Doorways.

2.6. The Contractor shall ensure the phone line is answered by a Master's level prepared clinician specifically trained and skilled in crisis triage.

2.6.1. Triage process questions shall include, but are not limited to:

2.6.1.1. Name;
2.6.1.2. Telephone number(s), whether cellular, home or other;
2.6.1.3. Calling for self or someone else;
2.6.1.4. Name of person in crisis, if different than caller;
2.6.1.5. Whether or not youths 18 years old or younger are present;
2.6.1.6. Location of evolving crisis;
2.6.1.7. Telephone of person in crisis, if different from above;
2.6.1.8. Nature of crisis/reason for calling;
2.6.1.9. Address if different from location of current event;
2.6.1.10. Age and date of birth;
2.6.1.11. Safety level of caller or other person(s) involved in the crisis;
2.6.1.12. Whether or not caller or other person(s) is experiencing Suicidal ideation or Homicidal Ideation (SI/HI);
2.6.1.13. The relative safety of environment with regards to, weapons, potential violence whether domestic or other, drugs, or animals;
2.6.1.14. If substance/opioid use is occurring in current environment;
2.6.1.15. History of violence of person(s) in crisis or others present;
2.6.1.16. Current psychiatric/co-occurring symptoms;
2.6.1.17. Psychiatric/co-occurring history;
2.6.1.18. Current health providers;

2.6.1.19. Emergency contact;
2.6.1.20. If possible, review of insurance information; and
2.6.1.21. Gender.

2.6.2. Response time shall be face-to-face within one hour of receiving the call for services for the youth in crisis

2.6.3. Crisis team triage clinicians shall reassure the person(s) calling of desire to help and invite them to describe their:
2.6.3.1. Current circumstance;
2.6.3.2. Concerns;
2.6.3.3. How they believe or wish the clinicians might be able to help; and
2.6.3.4. Whether or not youths 18 years or younger are present.

2.6.4. Crisis team master's level clinicians shall determine from caller input, the best level or type of response to de-escalate and stabilize the crisis event as quickly and safely as possible, which includes but is not limited to youth-focused community resources and supports.
2.6.4.1. Assessment will be made to determine if the youth-focus supports could best be met in the appropriate environment of choice or in any other more suited or acceptable location.

2.7. The Contractor's Crisis Team staff member shall provide a follow-up within 24 hours to assess the identified young person's need for further services and partner coordination, including emergency medical services.

2.8. The Contractor's Crisis Team staff member shall offer to the caller the opportunity to meet at a mutually agreed upon site within the community.
2.8.1. Site shall be a safe, appropriate, suitable and acceptable location;
2.8.2. Calls to a known or unknown community neighborhood where the safety of the responding Crisis Team staff member is in question, shall be an instance to contact law enforcement to request their presence;
2.8.3. Emergency medical services shall be summoned if necessary; and
2.8.4. Coordination with the Division for Children, Youth and Families (DCYF) and Doorway shall occur to ensure services and supports meet the individual's need.

2.9. The Contractor's Crisis Team staff shall ensure the safety of any individual present 18 years or younger.

2.10. The Contractor's Crisis Team staff shall join dispatched professionals when or as requested by responding EMS or law enforcement at the site to assist as necessary for provision of youth-focused mental health crisis management services.

2.11. The Contractor shall ensure their Mobile Crisis Response Team (MCRT) provides 24/7 emergency response anywhere in the community.
- 2.11.1. Calls for MCRT service requests shall be accepted from the following which may include, but not be limited to:
  - 2.11.1.1. Local police; and
  - 2.11.1.2. Fire departments.
- 2.11.2. Deployment for these services will be by the Contractor's Peer Recovery Coaches/Certified Recovery Support Workers and Master's Level (MA) prepared clinicians.
- 2.11.3. Duplication of services shall be avoided through a centralized triaging of incoming calls and deployment requests, clarifying workflows and partner coordination, insuring that the correct team and services are deployed from a single point.

2.12. The Contractor's Adverse Childhood Experiences Crisis Team shall include:
- 2.12.1. A Family Community Support Worker;
- 2.12.2. A Master's Level Youth-Focused Clinician; and
- 2.12.3. A Police Officer.

2.13. The Contractor shall ensure the connection of young individuals, following first contact, to all necessary resources immediately, which shall include, but not be limited to:
- 2.13.1. Contractor's Child and Adolescent programming;
- 2.13.2. Contractor's Care Transitions Team;
- 2.13.3. Contractor's Intensive Treatment Team;
- 2.13.4. A warm handoff to community youth serving partners; and
- 2.13.5. Connect with the DCYF.

2.14. The Contractor's goal is to provide up to seven (7) days of services and supports following the onset of the crisis and continue to provide services and supports beyond the immediate crisis period as necessary.

2.15. The Contractor shall conduct annual Police and Fire trainings and recertification for evidence-based Crisis Intervention Training.

2.16. The Contractor's Emergency Services Department (ES) shall provide up to two (2) Primary ES clinicians to be stationed at the two (2) local hospital emergency rooms to evaluate incoming patients identified as requiring co-occurring consult.

2.17. The Contractor collaborates with local hospitals through weekly meetings to coordinate services for younger clients.

2.18. The Contractor shall collaborate with local area elementary schools in an effort to engage and consult with staff, including:
- 2.18.1. Providing assessments and intakes in the schools;
- 2.18.2. Providing access to mental health services; and
- 2.18.3. Fostering a positive relationship with schools within the catchment area.

2.19. The Contractor shall partner with community agencies to provide support to young people at no cost.

2.20. The Contractor shall conduct on-site evaluations and intakes at each of Manchester's four (4) middle schools.

- 2.20.1. Licensed clinicians will be placed in these four (4) schools to conduct these services;
- 2.20.2. Intakes shall be provided during out-of-school hours at youth serving organizations;
- 2.20.3. Training will be provided for Youth Mental Health First Aid for the initiative's partner agencies

2.21. The Contractor shall collaborate with mental health providers for services.

2.22. The Contractor shall collaborate with area youth-serving organization which include, but are not limited to, support of the following initiatives:

- 2.22.1. Project Launch;
- 2.22.2. NEW Project Launch which serves 0-8 years old;
- 2.22.3. Fast Forward; and
- 2.22.4. MPAL's Juvenile Diversion Program.

2.23. The Contractor shall coordinate services with community stakeholders, which may include, but are not limited to:

- 2.23.1. Schools;
- 2.23.2. Child Care Agencies;
- 2.23.3. Doorways;
- 2.23.4. Law Enforcement;
- 2.23.5. Other Mental Health, as necessary;
- 2.23.6. DCYF;
- 2.23.7. Victim Advocacy Program;
- 2.23.8. Community Programs; and
- 2.23.9. Family Resources Centers.

2.24. The Contractor shall ensure the safety of the Community-Based Adverse Childhood Experiences Crisis Team members being dispatched to evaluate the child(ren) by attempting to gather the following information by phone on *ALL* individuals present:

- 2.24.1. Name;
- 2.24.2. Age and Date of birth if known;
- 2.24.3. Telephone number;
- 2.24.4. Current location;
- 2.24.5. Home address;
- 2.24.6. Psychiatric or co-occurring history of those involved;
- 2.24.7. Current situation;
- 2.24.8. History of suicidality, self-harm, or violence towards others;
- 2.24.9. Current suicidality or self-harm/violence towards others;

2.24.10. Current and history of substance use, currently intoxicated;
2.24.11. Amount of substance used;
2.24.12. Current symptoms;
2.24.13. Environmental safety, are there guns, drugs, others who are violent, or animals present;
2.24.14. Health concerns;
2.24.15. History of or current legal issues;
2.24.16. Current health care or mental health providers; and
2.24.17. Current medications.

2.25. The Contractor will determine the best course of action to be taken from information provided as identified in Section 2.24 above.
2.25.1. If high risk is determined, the Contractor will notify the local police department for joint outreach; and
2.25.2. After hours' outreach shall be conducted jointly with the local police department as necessary.

2.26. The Contractor shall have a quick, seamless, responsive system that can expand as needed to meet the community's need for community-based adverse childhood experiences crisis response.

2.27. The Contractor shall provide coverage when there are multiple concurrent crises by partnering with the two (2) local hospitals in a Shared Emergency Services Response System, and scheduling resources to meet the community's fluctuating needs as follows.
2.27.1. Licensed Youth-Focused Master's Level Clinicians, including full-time and per diem staff, scheduled 24/7;
2.27.2. Experienced Family, Community Support workers scheduled per diem 24/7 to be available at a moment's notice to join clinicians in mobile crisis response;
2.27.3. Tertiary "back-up" staff who are skilled and versed in youth trauma-focused work and are employed in other roles within the agency during regular business hours and elect to do per diem work as needed for the Adverse Childhood Experiences Crisis Team off regular business work hours; and
2.27.4. 24/7 access to additional support from on-call psychiatrist/APRN and team supervisory staff and Administrator-on-Call as needed for consultation and the resolution of any issues and/or concerns that may arise.

2.28. The Contractor shall ensure that all Community-Based Adverse Childhood Experiences Crisis Team members are appropriately trained/licensed to best support individuals 18 years or younger who have experienced opioid related trauma.

2.28.1. Family Community Support workers will be deployed alongside a Master's Level Clinician and will also be trained in Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Child-Parent Psychotherapy (CPP), and Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC).

2.29. The Contractor's Community-Based Adverse Childhood Experiences Crisis Team will provide the following services:

2.29.1. Phone Triage:

2.29.1.1. The phone call will be the initial contact with a person in crisis;

2.29.1.2. A Master's level clinician will answer incoming calls;

2.29.1.3. This clinician will complete the initial risk assessment, inquire whether or not persons 18 years or younger are present, and make a determination as to what level of service will be provided to; and

2.29.1.4. Telephone triage will be utilized for information and referral to the community, and to assist the caller by providing information to make informed decisions about accessing services related to the present behavioral health crisis.

2.29.2. Youth Phone Coaching:

2.29.2.1. Callers 18 years or younger will be provided with:

2.29.2.1.1. Supportive listening;

2.29.2.1.2. Assistance with distress tolerance;

2.29.2.1.3. Active problem solving; and

2.29.2.1.4. Supportive counseling.

2.29.2.2. Phone coaching will give equal attention to the person's immediately available and potentially available assets.

2.29.2.2.1. A strengths-based approach will help to affirm the person's role as an active partner in the resolution of the crisis by marshalling his or her capabilities.

2.29.2.2.1.1. This strengths-based approach furthers the goals of building resilience and a capability for self-managing future crisis.

2.29.3. Family Community Support:

2.29.3.1. Family Community Support workers shall provide engaging and empathetic response to those children and adolescents involved in or privy to crises in the community.

2.29.3.1.1. Interventions primarily focus on developing the social competence of youths through inclusion in normative community activities and programs.

2.29.3.1.2. These workers shall enhance the competency of parents in the positive development of their children's emotional, behavioral, physical and mental health. Interventions based on individualized service plans;

2.29.3.1.3. The BA Level workers shall collaborate with the assigned Master's Level clinician and/or team with functional support service options, including therapeutic behavioral services, crisis intervention and family support.

2.29.4. Ages and Stage Questionnaire (ASQ-3):

2.29.4.1. The Community-Based Adverse Childhood Experiences Crisis Team will provide ASQ-3 assessment to determine developmental progress in children between the ages of one month to 5 ½ year.

2.29.4.2. The results of the screening will assist the Child & Adolescent program in service provision.

2.29.5. UCLA Child/Adolescent Post-Traumatic Stress Disorder (PTSD) Reaction Index:

2.29.5.1. A semi-structured interview that assesses trauma history and the full range of diagnostic criteria among children and adolescents 12 years or older.

2.29.6. Lethality/Level of Care Assessment:

2.29.6.1. A comprehensive face-to-face assessment shall be completed by a Master's level clinician that includes a direct interview of the young person in crisis.

2.29.6.1.1. Crisis assessments may include:

2.29.6.1.1.1. Presenting problems and a narrative of how and why the person is presenting at this time;

2.29.6.1.1.2. Immediate safety concerns from the point of view of the person in crisis, including suicidal ideation;

2.29.6.1.1.3. When relevant, referring parties and other collateral sources;

2.29.6.1.1.4. Crisis precipitants internal and external supports;

2.29.6.1.1.5. History of relevant past symptoms; treatments; medical and substance co-morbidities;

2.29.6.1.1.6. Functional status;

2.29.6.1.1.7. Current mental status exam with serial assessment over time; and

2.29.6.1.1.8. In response to immediate treatment interventions and creation of a disposition/crisis/recovery plan.

2.29.6.1.2. The clinician will use skills to ameliorate discomfort and affirm the client's crisis, and further identify and activate the person's own skills to manage the crisis;

2.29.6.1.2.1. The assessment will determine the level of risk and results in a level of care plan to manage that risk;

2.29.6.1.2.2. The assessment will inventory, encourage development of, and implement the person's own crisis management skills and instill and reinforce a sense of empowerment, respect, self-determination and partnership in his or her steps towards optimal resolution of the crisis.

2.29.7. Crisis Stabilization:

2.29.7.1. The Adverse Childhood Experiences Crisis Team SHALL provide ongoing:

2.29.7.1.1. Lethality assessment;

2.29.7.1.2. Case management or connection to:

2.29.7.1.2.1. Community based services;

2.29.7.1.2.2. Therapeutic services; and

2.29.7.1.2.3. Coordination with:

2.29.7.1.2.3.1. Law Enforcement;

2.29.7.1.2.3.2. Doorways; and

2.29.7.1.2.3.3. DCYF.

2.29.7.2. Assessment and therapeutic services shall be based on evidence-based approaches and best practices.

2.29.7.3. These services shall be provided for up to seven (7) days and include two (2) face-to-face follow-ups.

2.29.8. Evidence Based Practices (EBP)

2.29.8.1. Highly-trained clinicians familiar with a variety of EBP's, shall offer a wide range of responses to assist the person in managing the crisis effectively.

2.29.9. Case management:

2.29.9.1. The Adverse Childhood Experiences Crisis Team will provide expedited referral and linkage to community-based services,

including intakes for Contractor's Children & Adolescent programs.

2.29.9.2. The Contractor shall partner with multiple organizations in a behaviorally integrated manner in support of youth behavioral health.

2.29.9.3. The Contractor shall collaborate with youth serving organizations to ensure young people have adequate supports, which includes, but is not limited to:

2.29.9.3.1. Area school, medical providers, law enforcement and state agency to ensure our young people have adequate supports.

2.29.10. Law Enforcement, Emergency Medical, and DCYF:

2.29.10.1. The Adverse Childhood Experiences Crisis Team will provide 24/7 coordination with the following community partners:

2.29.10.1.1. Area police and fire departments;

2.29.10.1.2. Emergency medical personnel; and

2.29.10.1.3. DCYF.

2.29.10.2. Coordination may include the use of the Contractor's Care Transition Team or Intensive Transition Team who screens individuals per the determinants of health and connects them to community-based services, which ensure smooth care transitions.

2.30. The Contractor shall ensure 24/7 community access to services and supports through the following Triage Phone and Assessment Services and Supports:

2.30.1. Staffing for this service shall include one (1) full-time Youth-Focused Master's level clinician to provide 24/7 live answer call services and full-time Family Community Support workers 24/7.

2.30.1.1. One (1) Full-Time Equivalents (FTE) for Youth-Focused Master's Level position; and

2.30.1.2. Three (3) FTEs for Family Community Support positions.

2.30.2. Allocation of one (1) FTE for our Clinical-Court Liaison to conduct monthly screen at the local athletic league.

2.30.3. The Contractor shall have a strong on-call system in place in support of the Adverse Childhood Experiences Crisis Team.

2.30.3.1. In addition to the on-duty staff, there will be additional on-call staff of Master's level clinicians and Family Community Support workers who will be available for mobile response during times of increased volume.

2.30.4. The Contractor's Child and Adolescent Program is staffed with highly-trained, youth-focused Master's Level Clinicians who will be

able to assist the Adverse Childhood Experience Crisis Team should need dictate.

2.30.5. Psychiatry/APRN consult will be available 24/7.

2.30.6. The Contactor's Senior Leadership Team will provide administrative oversight and on-call administrative availability 24/7.

2.31. The Contractor will provide the following types of interventions in order to engage with the client, within one (1) hour of receiving a request:

2.31.1. 24/7 Adverse Childhood Experiences Crisis Response Line:

2.31.1.1. Face-to-face response in the community within one hour; beginning with telephone triage response by highly trained masters' prepared clinicians, and providing a wide range of therapeutic interventions to assist and reassure the client.

2.31.2. Client Centered Recovery

2.31.2.1. Providing intent, empathetic and careful listening while validating, displaying interest and hope to assist the intensity of the moment.

2.31.2.2. For persons known to the Crisis Team, the EHR provides immediate access to the persons own crisis care plan and strengths, along with their personal goals via their Individual Service Plan.

2.31.2.3. For persons new to the Crisis Team we are able to offer follow-up services, including but not limited to:

2.31.2.3.1. Crisis stabilization;

2.31.2.3.2. Medication management; and

2.31.2.3.3. Benefits assistance.

2.31.3. Family Community Support:

2.31.3.1. Engaging and empathetic response to those children and adolescents involved in or privy to crises in the community;

2.31.3.2. Interventions primarily focus on developing the social competence of youths through inclusion in normative community activities and programs.

2.31.3.3. These workers shall enhance the competency of parents in the positive development of their children's emotional, behavioral, physical and mental health.

2.31.3.4. Interventions shall be based on individualized service plans.

2.31.3.5. The BA Level workers shall collaborate with the assigned Master's Level clinician and/or team with functional support service options, including therapeutic behavioral services, crisis intervention and family support.

2.31.4. Evidence Based Practices (EBP)

2.31.4.1. Highly-trained clinicians familiar with a variety of EBP's, shall offer a wide range of responses to assist the person in managing the crisis effectively.

2.31.5. Trauma Informed Care

2.31.5.1. Adverse Childhood Experiences Crisis Team will be trained in trauma informed practice to better be able to assess, understand and assist in restructuring the emotional process of the person experiencing the crisis.

2.31.6. Support Systems

2.31.6.1. The Contractor's clinicians and the Family Community Support Workers, shall identify and mobilize supports within the person's natural environment.

2.31.6.2. Immediate and direct referrals shall be made as needed.

2.31.6.3. Next day follow-up crisis stabilization appointments in collaboration with existing care providers shall be available.

2.31.6.4. Transportation shall be available to bring an individual experiencing a crisis to the most supportive and appropriate setting.

2.31.6.5. The Crisis Team shall arrange transportation to return the person to their natural environment after receiving services.

2.31.7. Ages and Stage Questionnaire (ASQ-3):

2.31.7.1. The Crisis Team shall provide ASQ-3 assessment to determine developmental progress in children between the ages of one month to 5 ½ years of age, to assist the Contractor's Child and Adolescent program in service provision.

2.31.8. UCLA Child/Adolescent PTSD Reaction Index:

2.31.8.1. A semi-structured interview that assesses a trauma history and the full range of diagnostic criteria among children and adolescents 12 years or older.

2.31.9. Suicide Risk Assessment

2.31.9.1. Crisis Team clinicians shall screen individuals for suicide risk using the Columbia-Suicide Severity Rating Scale (C-SSRS), with information being communicated to partners where necessary.

2.32. The Contractor's proposed outreach and educational plan that will ensure the communities and partners within the proposed service area are aware of and can access these services and supports shall include:

2.32.1. Participating in public educational events where these proposed new services and corresponding needs will be outlined, illustration of its use, identifying those who may use it and how, and answer any associated questions that may arise.

2.32.2. Included in these educational events shall be other community partners working in collaboration on this project with the Contractor.

2.32.3. A multi-faceted media campaign, including but not limited to:

2.32.3.1. Printing brochures;

2.32.3.2. Appearances on local TV station News Nine; and

2.32.3.3. Descriptive articles in area periodicals.

2.32.4. Work closely with emergency rooms and related staff, from paramedics to police and fire departments, to ensure support from public safety organizations.

2.32.5. On-going support training with the area schools and other referral sources.

2.32.6. Identify critical stakeholders in the community and plan on-going meetings to assure positive outcomes for these populations.

2.32.7. Staff at all levels shall receive on-going training in Community-Based Adverse Childhood Experiences Crisis Team model of care.

2.32.7.1. Training will include an outlined process that assures young clients and families have direct access to this level of care making the coordination of care integrated and seamless.

2.33. The Adverse Childhood Experiences Crisis Team, once fully operational, shall include a staffing mix of:

2.33.1. Youth-Focused Master's level Clinician (1 FTE):

2.33.1.1. To provide community-based, face-to-face intervention, in conjunction with a Family Community Support Worker, for youths experiencing crises, in order to de-escalate crises without removing the individuals from their homes and or/community programs consistent with safety protocols.

2.33.1.2. Ensure the delivery and proper documentation of treatment services the young client including any and all treatment plans, evaluations, assessments, case management and referral services, progress notes, and the maintenance of client records in accordance with NH state law.

2.33.2. Family Community Support Positions (3 FTE):

2.33.2.1. Provide engaging and empathetic response to those children and adolescents involved in or privy to crises in the community.

2.33.2.2. Primarily focus on developing the social competence of youths through inclusion in normative community activities and programs.

2.33.2.2.1. These workers enhance the competency of parents in the positive development of their children's emotional, behavioral, physical and mental health.

2.33.2.2.2. Interventions are based on individualized service plans.

2.33.2.3. The BA Level workers collaborate with the assigned Master's Level clinician and/or team with functional support service options including therapeutic behavioral services, crisis intervention and family support.

2.33.3. Clinical-Court Liaison (.1 FTE: approximately):

2.33.3.1. A court connected Master's Level clinician will conduct screening and intakes at the local athletic league as part of the Juvenile Diversion Program.

2.33.4. On call Psychiatrist (.1 FTE):

2.33.4.1. Psychiatrists will apportion time to cover on call duties for the Crisis Team and its young clients.

2.34. To ensure coverage for 24/7 per week that includes an ability to respond to high risk case, the Adverse Childhoods Experiences Team will provide the following Triage Phone and Assessment Services and Supports:

2.34.1. Staffing for this service will include a Master's level clinician to provide 24/7 live answer call services and a Family Community Support worker 24/7.

2.34.2. One (1) full-time equivalent (FTE) for Master's Level Clinical position;

2.34.3. Three (3) FTEs for Family Community Support worker positions;

2.34.4. Psychiatry consult will be available 24/7; and

2.34.5. The Contractor's Senior Leadership Team will provide administrative oversight and on-call administrative availability 24/7.

3. Reporting

3.1. The Contractor shall submit monthly statistical reports to the Department on the tenth (10th) day of each month of de-identified aggregate data. These monthly reports shall include, but are not limited to:

3.1.1. A brief summary of activities to date;

3.1.2. Dates of stakeholder meetings in the region, including stakeholders who participated;

3.1.3. Response times;

3.1.4. Number of children served;

3.1.5. Number of family members served;

3.1.6. Number of other adults present in home being served;

3.1.7. Supports provided;

3.1.8. Number of face-to-face crisis appointments provided;

3.1.9. Number of individuals referred to:

3.1.9.1. Doorways;
3.1.9.2. Schools;
3.1.9.3. Law Enforcement;
3.1.9.4. Mental Health Providers;
3.1.9.5. Recovery Centers;
3.1.9.6. DCYF;
3.1.9.7. Community Programs;
3.1.9.8. Transportation Services; and
3.1.9.9. Family Services Centers.

3.1.10. The Contractor shall demonstrate, through adequate maintenance of records, and provide the Department upon request, a report detailing expenses related to these services, ensuring funds will not be used for services other than those identified in Section 2. Scope of Services.

4. Staffing

4.1. The Contractor shall have sufficient staffing, including any proposed alternative staff, to cover services provided under this contract.

4.1.1. One (1) FTE for Youth-Focused Master's Level position;
4.1.2. Three (3) FTEs for Family Community Support positions;
4.1.3. One (1) FTE Clinical-Court Liaison;
4.1.4. On-call staff of Master's level clinicians and Family Community Support Workers to cover mobile response during times of increased volume;
4.1.5. Psychiatry/APRN consultant will be available 24/7;
4.1.6. A Police Officer:
4.1.6.1. An MOU with the local police departments shall be developed indicating points of contact.
4.1.7. Other Resources including on-call staff who are trained in services and are able to provide backup.

5. Measurable

5.1. The Contractor shall administer satisfaction surveys with Department approval to its community providers and report a minimum of 95% satisfaction with services provided.

6. State Opioid Response (SOR) Grant Standards

6.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Regional Hubs for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.

6.2. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.

6.2.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

6.2.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.

6.3. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

New Hampshire Department of Health and Human Services
Community-Based Adverse Childhood Experiences Crisis Team Project

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows: 100% Federal Funds from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget and Exhibit B-2 Budget.
   - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. 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.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant Street

Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. 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.
10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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

Bidder/Program Name: THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

Budget Request for: COMMUNITY-BASED ADVERSE CHILDHOOD EXPERIENCES CRISIS TEAM PROJECT
RFP-2019-BDAS-13-COMMU-01

Budget Period: SEPTEMBER 1, 2019 - JUNE 30, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 161,600.83	$ 13,213.33	$ 174,814.17	$ 8,000.00	$ 783.33	$ 8,783.33	$ 153,600.83	$ 12,430.00	$ 166,030.83
2. Employee Benefits	$ 54,531.67	$ 6,666.67	$ 61,198.33	$ 2,812.50	$ 270.83	$ 3,083.33	$ 51,719.17	$ 6,395.83	$ 58,115.00
3. Consultants	$ 2,500.00	$ 250.00	$ 2,750.00	$ 833.33	$ 83.33	$ 916.67	$ 1,666.67	$ 166.67	$ 1,833.33
4. Equipment:	$ -	$ -	$ -			$ -			$ -
Rental	$ -	$ -	$ -			$ -			$ -
Repair and Maintenance	$ 1,041.67	$ 100.00	$ 1,141.67	$ 1,041.67	$ 100.00	$ 1,141.67			$ -
Purchase/Depreciation	$ 7,500.00	$ 750.00	$ 8,250.00	$ 4,166.67	$ 458.33	$ 4,625.00	$ 3,333.33	$ 291.67	$ 3,625.00
5. Supplies:	$ -	$ -	$ -			$ -			$ -
Educational	$ 416.67	$ 37.50	$ 454.17	$ 208.33	$ 20.83	$ 229.17	$ 208.33	$ 16.67	$ 225.00
Lab	$ -	$ -	$ -			$ -			$ -
Pharmacy	$ 250.00	$ 83.33	$ 333.33	$ 250.00	$ 83.33	$ 333.33			$ -
Medical	$ 416.67	$ 41.67	$ 458.33	$ 416.67	$ 41.67	$ 458.33			$ -
Office	$ 3,916.67	$ 333.33	$ 4,250.00	$ 1,833.33	$ 166.67	$ 2,000.00	$ 2,083.33	$ 166.67	$ 2,250.00
6. Travel	$ 2,916.67	$ 270.83	$ 3,187.50	$ 2,083.33	$ 187.50	$ 2,270.83	$ 833.33	$ 83.33	$ 916.67
7. Occupancy	$ 15,333.33	$ 1,833.33	$ 17,166.67	$ 13,041.67	$ 1,666.67	$ 14,708.33	$ 2,291.67	$ 166.67	$ 2,458.33
8. Current Expenses	$ -	$ -	$ -			$ -			$ -
Telephone	$ 2,500.00	$ 229.17	$ 2,729.17	$ 833.33	$ 83.33	$ 916.67	$ 1,666.67	$ 145.83	$ 1,812.50
Postage	$ 166.67	$ 20.83	$ 187.50	$ 166.67	$ 20.83	$ 187.50			$ -
Subscriptions	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Audit and Legal	$ 416.67	$ 54.17	$ 470.83	$ 250.00	$ 41.67	$ 291.67	$ 166.67	$ 12.50	$ 179.17
Insurance	$ 1,041.67	$ 187.50	$ 1,229.17	$ 1,041.67	$ 187.50	$ 1,229.17			$ -
Board Expenses	$ -	$ -	$ -			$ -			$ -
9. Software - EMR	$ 6,000.00	$ 533.33	$ 6,533.33	$ 3,333.33	$ 325.00	$ 3,658.33	$ 2,666.67	$ 208.33	$ 2,875.00
10. Marketing/Communications	$ 1,458.33	$ 179.17	$ 1,637.50	$ 1,250.00	$ 145.83	$ 1,395.83	$ 208.33	$ 33.33	$ 241.67
11. Staff Education and Training	$ 2,708.33	$ 291.67	$ 3,000.00	$ 833.33	$ 83.33	$ 916.67	$ 1,875.00	$ 208.33	$ 2,083.33
12. Subcontracts/Agreements	$ -	$ -	$ -			$ -			$ -
13. Other - Security Services - Manchester Police	$ 6,250.00	$ 625.00	$ 6,875.00	$ 6,250.00	$ 625.00	$ 6,875.00			$ -
13a. Other - Building & Household Supplies	$ 1,450.00	$ 1,008.33	$ 2,458.33	$ 1,375.00	$ 145.83	$ 1,520.83	$ 75.00	$ 862.50	$ 937.50
13b. Other - CIT Training - MPD	$ 9,166.67	$ 1,000.00	$ 10,166.67	$ 3,333.33	$ 416.67	$ 3,750.00	$ 5,833.33	$ 583.33	$ 6,416.67
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 281,582.50	$ 27,709.17	$ 309,291.67	$ 53,354.17	$ 5,937.50	$ 59,291.67	$ 228,228.33	$ 21,771.67	$ 250,000.00

Indirect As A Percent of Direct 9.8%

Contractor Initials: MR

Date: 8/19/19

New Hampshire Department of Health and Human Services

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

Budget Request for: COMMUNITY-BASED ADVERSE CHILDHOOD EXPERIENCES CRISIS TEAM PROJECT
RFP-2019-BDAS-13-COMMU-01

Budget Period: JULY 1, 2020 - SEPTEMBER 29, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 32,320.17	$ 2,642.67	$ 34,962.84	$ 1,600.00	$ 156.67	$ 1,756.67	$ 30,720.17	$ 2,486.00	$ 33,206.17
2. Employee Benefits	$ 10,906.33	$ 1,333.34	$ 12,239.67	$ 562.50	$ 54.17	$ 616.67	$ 10,343.83	$ 1,279.17	$ 11,623.00
3. Consultants	$ 500.00	$ 50.00	$ 550.00	$ 166.67	$ 16.67	$ 183.34	$ 333.33	$ 33.33	$ 366.66
4. Equipment:	$ -	$ -	$ -			$ -			$ -
Rental	$ -	$ -	$ -			$ -			$ -
Repair and Maintenance	$ 208.33	$ 20.00	$ 228.33	$ 208.33	$ 20.00	$ 228.33			$ -
Purchase/Depreciation	$ 1,500.00	$ 150.00	$ 1,650.00	$ 833.33	$ 91.67	$ 925.00	$ 666.67	$ 58.33	$ 725.00
5. Supplies:	$ -	$ -	$ -			$ -			$ -
Educational	$ 83.34	$ 7.50	$ 90.84	$ 41.67	$ 4.17	$ 45.84	$ 41.67	$ 3.33	$ 45.00
Lab	$ -	$ -	$ -			$ -			$ -
Pharmacy	$ 50.00	$ 16.67	$ 66.67	$ 50.00	$ 16.67	$ 66.67			$ -
Medical	$ 83.33	$ 8.33	$ 91.66	$ 83.33	$ 8.33	$ 91.66			$ -
Office	$ 783.34	$ 66.66	$ 850.00	$ 366.67	$ 33.33	$ 400.00	$ 416.67	$ 33.33	$ 450.00
6. Travel	$ 583.34	$ 54.17	$ 637.51	$ 416.67	$ 37.50	$ 454.17	$ 166.67	$ 16.67	$ 183.34
7. Occupancy	$ 3,066.66	$ 366.66	$ 3,433.32	$ 2,608.33	$ 333.33	$ 2,941.66	$ 458.33	$ 33.33	$ 491.66
8. Current Expenses	$ -	$ -	$ -			$ -			$ -
Telephone	$ 500.00	$ 45.84	$ 545.84	$ 166.67	$ 16.67	$ 183.34	$ 333.33	$ 29.17	$ 362.50
Postage	$ 33.33	$ 4.17	$ 37.50	$ 33.33	$ 4.17	$ 37.50			$ -
Subscriptions	$ -	$ -	$ -		$ -	$ -		$ -	$ -
Audit and Legal	$ 83.33	$ 10.83	$ 94.16	$ 50.00	$ 8.33	$ 58.33	$ 33.33	$ 2.50	$ 35.83
Insurance	$ 208.33	$ 37.50	$ 245.83	$ 208.33	$ 37.50	$ 245.83			$ -
Board Expenses	$ -	$ -	$ -			$ -			$ -
9. Software - EMR	$ 1,200.00	$ 106.67	$ 1,306.67	$ 666.67	$ 65.00	$ 731.67	$ 533.33	$ 41.67	$ 575.00
10. Marketing/Communications	$ 291.67	$ 35.84	$ 327.51	$ 250.00	$ 29.17	$ 279.17	$ 41.67	$ 6.67	$ 48.34
11. Staff Education and Training	$ 541.67	$ 58.34	$ 600.01	$ 166.67	$ 16.67	$ 183.34	$ 375.00	$ 41.67	$ 416.67
12. Subcontracts/Agreements	$ -	$ -	$ -			$ -			$ -
13. Other - Security Services - Manchester Police	$ 1,250.00	$ 125.00	$ 1,375.00	$ 1,250.00	$ 125.00	$ 1,375.00			$ -
13a. Other - Building & Household Supplies	$ 290.00	$ 201.67	$ 491.67	$ 275.00	$ 29.17	$ 304.17	$ 15.00	$ 172.50	$ 187.50
13b. Other - CIT Training - MPD	$ 1,833.34	$ 199.96	$ 2,033.30	$ 666.67	$ 83.30	$ 749.97	$ 1,166.67	$ 116.66	$ 1,283.33
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 56,316.51	$ 5,541.82	$ 61,858.33	$ 10,670.84	$ 1,187.49	$ 11,858.33	$ 45,645.67	$ 4,354.33	$ 50,000.00
Indirect As A Percent of Direct		9.8%							

Contractor Initials: MN

Date: 8/19/19

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

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

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

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

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

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. **Contract Definitions:**

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

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

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

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

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

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

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

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

   4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The 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

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)
293 Wilson St., 4th Fl., Manchester, NH, Hillsborough County, NH 03103

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

Vendor Name:
The Mental Health Center of Greater Manchester

August 19 2019
Date

Name: William Rider
Title: President/CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: The Mental Health Center of Greater Manchester

August 19, 2019
Date

Name: William Rider
Title: President/CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials WL
Date 8/19/19

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: The Mental Health Center of Greater Manchester

August 19, 2019
Date

Name: William Rider
Title: President/CEO

Vendor Initials WR
Date 8/19/19

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.

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

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

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

Vendor Name: The Mental Health Center of Greater Manchester

August 19, 2019
Date

Name: William Rider
Title: President/CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: The Mental Health Center of Greater Manchester

August 19, 2019
Date

Name: William Rider
Title: President/CEO

Vendor Initials WR
Date 8/19/19

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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, TitleXIII, 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.

Vendor Initials UTK

Date 8/19/19

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

Vendor Initials _____

Date 8/19/19

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	The Mental Health Center of Greater Manchester Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox Name of Authorized Representative	William Rider Name of Authorized Representative
Director Title of Authorized Representative	President/CEO Title of Authorized Representative
8/20/19 Date	August 19, 2019 Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

Vendor Name: The Mental Health Center of Greater Manchester

August 19, 2019
Date

Name: William Rider
Title: President/CEO

Vendor Initials WR
Date 8/19/19

FORM A

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

1. The DUNS number for your entity is: 073978280

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

   ___✓___ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Vendor Initials MM
Date 8/19/19

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

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.).

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/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.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community-Based Adverse Childhood Experiences Crisis Team Project Contract

This 1st Amendment to the Community-Based Adverse Childhood Experiences Crisis Team Project contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Community Council of Nashua, NH dba Greater Nashua Mental Health, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 100 W. Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 19, 2019, (Item #20A), 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 18, 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 and increase the price limitation 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 1.4, Contractor Address, to read:

   100 W. Pearl Street
   Nashua, NH 03060

2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 29, 2021.

3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $348,102.

4. Modify Exhibit A, Scope of Services, Section 2. Scope of Services, Subsection 2.5 to read:

   2.5. The Contractor's clinician answering the call shall use GNMH's electronic health record (EHR) to ascertain if the youth present at the incident is a current or previous client of the Center. If there is a Crisis Plan on file in the EHR, this information will be used in assessing safety. The Contractor shall ensure:

   2.5.1. Other information about the police clearing the scene, presence of weapons, drugs, or animals and the potential for violence is gathered;

   2.5.2. The clinician contacts the police when indicated, if they were not the caller, to assist in determining the safety of responding and/or to meet the team at the location;

   2.5.3. Upon safety determination for the Crisis Team to respond, the on-call Crisis

Services Advocate calls the Recovery Support Worker to provide the location and ascertain the estimated arrival time in order to coordinate with the police, if needed;

2.5.4. Response times are recorded and monitored as part of a quality improvement process;

2.5.5. Crisis assessments and interventions are performed and documented by the Crisis Services Advocate when provided;

2.5.6. The Recovery Support Worker provides support to family members or other adults present in the home, in addition to the youth; and

2.5.7. Information about community supports is provided to youth and family members impacted by their own or a loved one's substance misuse.

5. Modify Exhibit A, Scope of Services, Section 2. Scope of Services, Subsection 2.8 to read:

2.8. The Contractor shall provide crisis intervention services within one hour to children who are present in situations where a family or household member experiences an overdose and to children and families experiencing acute distress following a recent opioid misuse event in Nashua or Hudson. The Contractor shall ensure intervention services include, but are not limited to:

2.8.1. Staffing a 24/7 phone line.

2.8.2. Coordinating with police.

2.8.3. Contracting with a recovery center.

2.8.4. Using a standard screening protocol.

2.8.5. Providing other screening and crisis stabilization services as necessary.

2.8.6. Providing referrals and linkages to services.

2.8.7. Providing transportation, as necessary.

6. Modify Exhibit A, Scope of Services, Section 3. Reporting by adding Subsection 3.3 to read:

3.3. The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or SAMHSA.

7. Modify Exhibit A, Scope of Services, Section 5. Performance Measure by adding Subsection 5.2 to read:

5.2. The Contractor shall collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.

8. Modify Exhibit A, Scope of Services, Section 6. State Opioid Response (SOR) Grant Standards to read:

6. State Opioid Response (SOR) Grant Standards

6.1. In order to receive payments for services provided through SOR grant

funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.

6.2. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.

6.3. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.

6.4. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.

6.4.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

6.4.2. The Department reserves the right to terminate the contract and liquidate unspent funds, if services are not in place within ninety (90) days of the contract effective date.

6.5. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

6.6. The Contractor shall ensure that all clients are regularly screened for; tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

6.7. The Contractor shall collaborate with the Department to understand and comply with all appropriate DHHS, State of NH, SAMHSA, and other Federal terms, conditions, and requirement.

6.8. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:

6.8.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

6.8.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

6.8.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

6.8.4. Attestations will be provided to the Contractor by the Department.

6.8.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.

6.9. The Contractor shall refer to Exhibit C for grant terms and conditions

including, but not limited to:

6.9.1. Invoicing;

6.9.2. Funding restrictions; and

6.9.3. Billing.

9. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.

10. Modify Exhibit B-1 Budget (SFY20) by reducing the total budget amount by $131,615, which is identified as unspent funding, of which:

    10.1 $59,717 is being carried forward to fund the activities in this Agreement for SFY21 (September 30, 2020 through December 31, 2020), as specified in Exhibit B-3 Amendment #1 NCE; and

    10.2 $71,898 is being carried forward to fund the activities in this Agreement for SFY21 (January 1, 2021 through June 30, 2021) as specified, in part, in Exhibit B-4 Amendment # 1 SOR II.

11. Add Exhibit B-3 Amendment #1 NCE, which is attached hereto and incorporated by reference herein.

12. Add Exhibit B-4 Amendment #1 SOR II, which is attached hereto and incorporated by reference herein.

13. Add Exhibit B-5 Amendment #1 SOR II, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactive to September 29, 2021, upon 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

1/11/2021
Date

DocuSigned by:
Katja Fox
ED9065B0D6B3442...
Name: Katja Fox
Title: Director

The Community Council of Nashua, NH dba Greater Nashua Mental Health

1/6/2021
Date

DocuSigned by:
Cynthia L Whitaker
984333F5D1C4B1...
Name: Cynthia L Whitaker
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

1/15/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Methods and Conditions Precedent to Payment

1. This Agreement is funded by:
2. 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. DHHS, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the DHHS, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 Budget through Exhibit B-5 Amendment #1.
3. The Contractor shall seek payment for services, as follows:
   - 3.1. First, the Contractor shall charge the client's private insurance or other payor sources.
   - 3.2. Second, the Contractor shall charge Medicare.
   - 3.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
     - 3.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
     - 3.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
   - 3.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
   - 3.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
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. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
   - 4.1. Backup documentation includes, but is not limited to:
     - 4.1.1. General Ledger showing revenue and expenses for the contract.
     - 4.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

4.1.2.1. 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.

4.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.

4.1.3. Invoices supporting expenses reported.

4.1.3.1. Unallowable expenses include, but are not limited to:

4.1.3.1.1. Amounts belonging to other programs.

4.1.3.1.2. Amounts prior to effective date of contract.

4.1.3.1.3. Construction or renovation expenses.

4.1.3.1.4. Food or water for employees.

4.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

4.1.3.1.6. Fines, fees, or penalties.

4.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars ($3.00) per person for clients.

4.1.3.1.8. Cell phones and cell phone minutes for clients.

4.1.4. Receipts for expenses within the applicable state fiscal year.

4.1.5. Cost center reports.

4.1.6. Profit and loss report.

4.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

4.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

4.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

5. The Contractor is responsible for reviewing, understanding, and complying with further

restrictions included in the Funding Opportunity Announcement (FOA).

6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

   SOR Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301

7. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

8. 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.

9. 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.

10. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.

11. 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 A , Scope of Services, including failure to submit required monthly and/or quartery reports.

12. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

    13.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

    13.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

    13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

13.4. 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.

13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services

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

Budget Request for: Community Based Adverse Childhood Experiences Crisis Team Project
RFP-2019-BDAS-13-COMMU-02
Budget Period: SFY21 09/30/20-12/31/20 (NCE)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 43,350.00	$ 5,202.00	$ 48,552.00	$ -	$ -	$ -	$ 43,350.00	$ 5,202.00	$ 48,552.00
2. Employee Benefits	$ 6,519.00	$ 782.00	$ 7,301.00	$ -	$ -	$ -	$ 6,519.00	$ 782.00	$ 7,301.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses (Phone)	$ 450.00	$ 54.00	$ 504.00	$ -	$ -	$ -	$ 450.00	$ 54.00	$ 504.00
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 3,000.00	$ 360.00	$ 3,360.00	$ -	$ -	$ -	$ 3,000.00	$ 360.00	$ 3,360.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 53,319.00	$ 6,398.00	$ 59,717.00	$ -	$ -	$ -	$ 53,319.00	$ 6,398.00	$ 59,717.00
Indirect As A Percent of Direct		12.0%							

Contractor Initials CW
Date 1/6/2021

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New Hampshire Department of Health and Human Services

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

Budget Request for: Community Based Adverse Childhood Experiences Crisis Team Project
RFP-2019-BDAS-13-COMMU-02
Budget Period: SFY21 01/01/21-06/30/21 (SORII)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,987.00	$ 6,718.00	$ 62,705.00	$ -	$ -	$ -	$ 55,987.00	$ 6,718.00	$ 62,705.00
2. Employee Benefits	$ 8,542.00	$ 1,025.00	$ 9,567.00	$ -	$ -	$ -	$ 8,542.00	$ 1,025.00	$ 9,567.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ 900.00	$ 108.00	$ 1,008.00	$ -	$ -	$ -	$ 900.00	$ 108.00	$ 1,008.00
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 6,000.00	$ 720.00	$ 6,720.00	$ -	$ -	$ -	$ 6,000.00	$ 720.00	$ 6,720.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 71,429.00	$ 8,571.00	$ 80,000.00	$ -	$ -	$ -	$ 71,429.00	$ 8,571.00	$ 80,000.00

Indirect As A Percent of Direct 12.0%

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New Hampshire Department of Health and Human Services

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

Budget Request for: Community Based Adverse Childhood Experiences Crisis Team Project
RFP-2019-BDAS-13-COMMU-02

Budget Period: SFY22 07/01/21-09/29/21 (SORII)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 28,322.00	$ 3,399.00	$ 31,721.00	$ -	$ -	$ -	$ 28,322.00	$ 3,399.00	$ 31,721.00
2. Employee Benefits	$ 3,942.00	$ 473.00	$ 4,415.00	$ -	$ -	$ -	$ 3,942.00	$ 473.00	$ 4,415.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ 450.00	$ 54.00	$ 504.00	$ -	$ -	$ -	$ 450.00	$ 54.00	$ 504.00
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 3,000.00	$ 360.00	$ 3,360.00	$ -	$ -	$ -	$ 3,000.00	$ 360.00	$ 3,360.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 35,714.00	$ 4,286.00	$ 40,000.00	$ -	$ -	$ -	$ 35,714.00	$ 4,286.00	$ 40,000.00

Indirect As A Percent of Direct 12.0%

Contractor Initials CW

Date 1/6/2021

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State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: **63050**
Certificate Number: **0004927149**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of June A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 5th, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 1/5/2021

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/9/2020

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

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

PRODUCER
Eaton & Berube Insurance Agency, LLC
11 Concord St
Nashua NH 03064

CONTACT NAME: Cathy Beauregard
PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230
E-MAIL ADDRESS: mberube@eatonberube.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Co	
INSURER B : Concord Group Ins	14376
INSURER C : Eastern Alliance Insurance Group	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Community Council of Nashua NH Inc
100 West Pearl St
Nashua NH 03060

COMCO3

COVERAGES **CERTIFICATE NUMBER:** 356145871 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			OPS1585686	11/12/2020	11/12/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			20038992.	11/12/2020	11/12/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UMS0028329	11/12/2020	11/12/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			03000011395901	1/15/2020	1/15/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS1585686	11/12/2020	11/12/2021	Each Claim Aggregate	$5,000,000 $5,000,000

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

DHHS is additional insured with regard to General liability.

CERTIFICATE HOLDER

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
Marc L Berube

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GNMH Greater Nashua Mental Health

Mission Statement of Greater Nashua Mental Health

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

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BerryDunn

GNMH Greater Nashua Mental Health

FINANCIAL STATEMENTS

June 30, 2020

(With Comparative Totals for June 30, 2019)

With Independent Auditor's Report

DocuSign Envelope ID: 93508687-7E05-4DFD-8207-C896FFB7F799

BerryDunn

INDEPENDENT AUDITOR'S REPORT

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

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

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Opinion

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

Report on Summarized Comparative Information

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

Other Matter

Change in Accounting Principle

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 28, 2020

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

Statement of Financial Position

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

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

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

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

Statement of Activities and Changes in Net Assets

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

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

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

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

Statement of Functional Revenues and Expenses

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Revenues and support and other income											
Program service fees, net	$ 3,545,208	$ 7,476,020	$ 1,023,265	$ 334,929	$ 267,886	$ 982,255	$ 705,634	$ 14,335,197	$ 41,417	$ -	$ 14,376,614
New Hampshire Bureau of Behavioral Health	147,498	704,766	-	306,344	21,960	-	720,805	1,901,373	865,422	-	2,766,795
Federal grant	-	672,155	-	-	63,195	-	865,586	1,600,936	-	-	1,600,936
Rental income	-	-	-	-	-	-	-	-	6,206	-	6,206
Contributions and support	-	-	-	-	-	-	-	-	-	129,139	129,139
Other	3,294	51,892	10,238	-	467,721	18,884	624	552,653	249,278	-	801,931
Total revenues and support and other income	$ 3,696,000	$ 8,904,833	$ 1,033,503	$ 641,273	$ 820,762	$ 1,001,139	$ 2,292,649	$ 18,390,169	$ 1,162,323	$ 129,139	$ 19,681,621

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

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

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenues and support and other income	$ 3,696,000	$ 8,904,833	$ 1,033,503	$ 641,273	$ 820,762	$ 1,001,139	$ 2,292,649	$ 18,390,159	$ 1,162,323	$ 129,139	$ 19,681,621
Expenses											
Salaries and wages	1,350,806	3,072,873	355,953	240,404	535,382	1,080,542	1,269,618	7,905,578	2,878,346	16,360	10,800,284
Employee benefits	265,731	557,602	47,550	48,416	62,126	129,493	226,045	1,336,963	390,632	3,133	1,730,728
Payroll taxes	100,450	231,316	27,103	17,549	40,055	75,771	88,783	581,027	205,986	1,247	788,260
Substitute staff	-	-	-	-	-	-	-	-	8,280	-	8,280
Accounting and administrative fees	-	-	-	-	-	-	130	130	111,310	25	111,465
Legal fees	175	8,526	3,740	-	-	-	1,205	13,646	15,221	-	28,867
Other professional fees	8,303	3,243	1,893	13,921	423	222,559	47,871	298,213	126,429	7,050	431,692
Journals and publications	-	-	-	-	-	-	-	-	988	-	988
Conferences	-	-	-	75	5,508	-	2,328	7,911	3,336	-	11,247
Other staff development	409	1,666	-	255	480	-	15,794	18,604	4,736	-	23,340
Mortgage interest	-	-	-	-	-	-	-	-	77,455	-	77,455
Heating costs	-	-	-	-	-	-	-	-	19,643	-	19,643
Other utilities	-	-	-	-	-	-	-	-	97,001	-	97,001
Maintenance and repairs	-	-	-	-	-	-	-	-	198,090	-	198,090
Other occupancy costs	-	-	-	-	-	-	-	-	97,378	-	97,378
Office	6,179	9,589	151	3,298	10,787	7,996	64,344	102,344	376,344	3,552	482,240
Building and household	72	-	-	-	-	31	57	160	40,795	-	40,955
Food	110	997	-	-	174	-	333	1,614	3,132	593	5,339
Advertising	-	-	-	75	-	-	1,061	1,136	4,337	353	5,826
Printing	953	2,874	216	-	221	193	883	5,340	4,575	2,132	12,047
Communication	8,126	34,160	4,558	3,388	2,528	583	9,170	62,513	166,613	-	229,126
Postage	128	239	-	-	36	-	65	468	11,545	-	12,013
Staff	36,320	117,859	15,932	22,951	4,305	48	14,885	212,300	10,393	64	222,757
Client services	25,639	626,407	405	148	3,404	-	3,530	659,533	1,000	-	660,533
Malpractice insurance	-	1,125	-	-	-	-	-	1,125	163,369	-	164,494
Vehicle insurance	-	-	-	-	-	-	-	-	2,258	-	2,258
Property and liability insurance	-	375	-	-	-	-	-	375	66,852	-	67,227
Other interest	-	-	-	-	-	-	-	-	4,832	-	4,832
Depreciation	36,756	62,084	13,791	10,105	26,214	12,835	44,894	206,679	62,169	3,043	271,891
Equipment rental	-	-	-	-	-	-	-	-	51,210	-	51,210
Equipment maintenance	-	-	-	-	-	-	-	-	4,786	-	4,786
Membership dues	504	-	-	-	-	-	3,653	4,157	37,358	50	41,565
Other	-	5,672	-	-	33,993	-	147,710	187,375	6,250	-	193,625
Total expenses before allocation	1,840,661	4,736,607	471,292	360,585	725,636	1,530,051	1,942,359	11,607,191	5,252,649	37,602	16,897,442
General and administrative allocation	1,074,411	2,516,756	316,842	146,976	294,272	(528,912)	268,876	4,089,221	(4,089,851)	630	-
Total expenses	2,915,072	7,253,363	788,134	507,561	1,019,908	1,001,139	2,211,235	15,696,412	1,162,798	38,232	16,897,442
Change in net assets	$ 780,928	$ 1,651,470	$ 245,369	$ 133,712	$ (199,146)	$ -	$ 81,414	$ 2,693,747	$ (475)	$ 90,907	$ 2,784,179

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

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

Statement of Cash Flows

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

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

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

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Organization

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

1. Summary of Significant Accounting Policies

Recently Adopted Accounting Pronouncement

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

Use of Estimates

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

Basis of Presentation

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

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

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

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

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

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

Cash and Cash Equivalents

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

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

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Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the trade accounts receivable.

Investments

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

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

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

Property and Equipment

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

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

Functional Allocation of Expenses

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

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Estimated Third-Party Liability

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

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

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2020 and 2019. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

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

2. Availability and Liquidity of Financial Assets

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

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

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

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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:

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

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

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

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

3. Program Service Fees and Concentrations of Credit Risk

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

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

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

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

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

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

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4. Investments

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

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

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

5. Fair Value of Financial Instruments

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

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

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

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

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

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

	2020		
	Level 1	Level 2	Total
Common stocks	$ 744,873	$ -	$ 744,873
Equity mutual funds	215,908	-	215,908
U.S. Treasury bonds	503,538	-	503,538
Corporate bonds	-	244,045	244,045
Corporate bond mutual funds	109,001	-	109,001
	$ 1,573,320	$ 244,045	$ 1,817,365

	2019		
	Level 1	Level 2	Total
Common stocks	$ 738,894	$ -	$ 738,894
Equity mutual funds	258,423	-	258,423
U.S. Treasury bonds	487,623	-	487,623
Corporate bonds	-	255,204	255,204
Corporate bond mutual funds	113,591	-	113,591
	$ 1,598,531	$ 255,204	$ 1,853,735

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

6. Property and Equipment

Property and equipment consists of the following:

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

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7. Endowment

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

Interpretation of Relevant Law

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

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

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

Spending Policy

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

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Return Objectives and Risk Parameters

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

Funds with Deficiencies

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

Endowment Composition and Changes in Endowment

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

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

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

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

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

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

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

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

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8. Debt Obligations

Line of Credit

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

Notes Payable

The Organization had the following notes payable:

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

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The scheduled maturities on notes payable are as follows:

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

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2020.

9. Commitments and Contingencies

Malpractice Insurance

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

10. Tax Deferred Annuity Plan

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

11. Uncertainty

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

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

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GNMH Greater Nashua Mental Health

BOARD OF DIRECTORS 2020

ROBERT S. AMREIN, Esquire — Hudson, NH
- *Retired: Attorney / Consultant*

PAMELA BURNS – Chair — Nashua, NH
- *Dental Hygienist*

ROBERT DORF, DO — Nashua, NH
- *Chief Medical Officer*
  Southern New Hampshire Health

CHRISTINE FURMAN — Hollis, NH
- *Retired: Financial Management*
  (2-Term) NH State Representative

JONE LABOMBARD - Secretary — Hollis, NH
- *Retired Educator*

KAREN LASCELLE, CPA - Treasurer — Nashua, NH
- *Certified Public Accountant*

ROBYN MOSES-HARNEY — Hudson, NH
- *Vice President of Human Resources,*
  PlaneSense, Inc., Portsmouth

ELIZABETH SHEEHAN — Litchfield, NH
- *Director, HR Solution Delivery Hub No. America,*
  Iron Mountain

MARY ANN SOMERVILLE — Litchfield, NH
- *Retired: Software design, development, support*

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DIANE VIENNEAU - Vice Chair Nashua, NH

- *NH Department of Education, Nashua*

LISA YATES Nashua, NH

- *NH Department of Education, Nashua*

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

Objective

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

Experience

Oxford County Mental Health Services (OCMHS) Rumford, Maine

1/2018- Present: Home and Community based Treatment (HCT) Clinician
Provides clinical direct care in home, school, and community settings to work on Individualized Treatment Plans, Diagnosis and Assessment of needs, facilitates family meetings, individual sessions, works with treatment team to coordinate care.

7/2016- 1/2018: Outpatient Therapist/Clinical Back-up Supervisor
Psychotherapy/ School based Counselor at Regional School District 10, Children and Families
Facilitate group exercises for enhancing social skills and self esteem
Performs psychosocial assessments, diagnostic formulation, and Individualized Treatment Plans (ITP)

7/2012- 7/2015: Case Manager
Assist individuals in the community to access resources including domains in legal, financial, housing, health care, psychiatry/psychology, life skills, social/recreational, and other various domains, APS and health care billing, made appropriate referrals as needed to address individual needs

11/2012- 11/2013: Team Leader Beacon House Peer Center (Part Time)
Organization and revitalization of Peer Center Project, activities coordinator, recruit volunteers, attend Maine Alliance of Peer Support and Recovery Centers (MAPSARC) meetings, provided supervision to Bachelor level interns, staff, and peers, engaged in strategic planning process

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

4/2011- 7/2012: Crisis Response Counselor
Assess clients for appropriate level of care in hospital, office, school, and/or community settings
Assess youth, families, and adults with acute mental illness; diagnose using DSM-V criteria
Cross trained in Adult Crisis Stabilization Unit, completed admissions, discharges and case management duties

Providence Service Corporation of Maine Auburn, Maine

7/2015- 7/2016: Home and Community Based Treatment (HCT) Clinician
Worked as team with Behavioral Health Professional (BHP) in home and community settings
Documentation: Intake to Discharge, Referral, Assessment and Formulation, Treatment Planning
Trainings include: Foundations of Home Based Treatment (2015)
Clinical Theory of Applied Behavioral Analysis (2015) Foundations of Supervision (2015)

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

06/2010-4/2011: Youth Worker
Crisis Stabilization Unit for psychiatric patients; Residential facility for youth ages 5-17
Admissions/ intakes, completed referrals, conducted psychosocial assessments, ran therapeutic groups and activities, Certified Residential Medication Administrator (CRMA), First Aid/CPR trained

Education

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

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

Graduate Certificate in Mental Health:
12/2011-5/2013: Received Certificate: *Integrated Community Mental Health and Substance Abuse Services and Children*
Master's project: Juvenile Delinquency and Parenting with Love and Limits (PLL)

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

University of Maine at Farmington (UMF): Farmington, Maine
9/2006- 5/2010: Received Degree: *Bachelor of Science (BS) Rehabilitation Services* with a concentration in *Psychosocial Rehabilitation*

Licensure

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

Certifications

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

References

Stephanie LeBlanc, Clinical Supervisor, 207-423-3155
Rick Green, Clinical Internship Supervisor, Co-worker, 207-357-8653
Ruby Bean, Human Resources Manager, 207-240-6316

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Jessica A Gagnon

Education:

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

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

BA Psychology, Rivier College, Nashua: Class of 1999

Work Experience:

November 2017-current ***Acute Care Services Director, ACT Team Director,*** *Greater Nashua Mental Health Center, Nashua NH.*

Responsible for the coordination of the GNMHC emergency services program. Tasked with managing and monitoring emergency/crisis situations, providing clinical support and evaluation for patients who need screening, crisis evaluation and disposition. Creating linkages to community partners, stakeholders and other agencies. Develop TQM protocol to track effective outcomes. Oversight and supervision provided to acute care services clinicians and also to the agency PATH/NHH liaison. Oversight of two Assertive Community Outreach Teams, ensuring compliance with standards put forth in Quality Service Review audits and ACT Fidelity audits. Supervision provided to coordinators of the two ACT teams. Provide clinical supervision to LCMHC candidates.

February 2015- November 2017 ***Technical Assistant Team Lead,*** *Beacon Health Options, Manchester NH.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Related Experience:

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

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

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

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

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

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

Jan 2019- ***Situational Leadership Training-*** 16 hours- *Sarah Scala Consulting*. Model designed to instruct supervisors in matching leadership style to staff's developmental level in order to produce positive performance outcomes.

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Greater Nashua Mental Health

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Melissa Allen	Acute Care Services Therapist	$47,500	50%	$23,750/yr
Jessica Gagnon	Director of Acute Care Services	$72,092	5%	$3,605/yr
Various	CAFS Crisis On-Call Phone Clinician	Stipend	Stipend	$18,950/yr
Various	Crisis Services Advocate (On-Call and Deployment)	Stipend	Stipend	$44,950/yr
Various	On-Call MD/APRN	Stipend	Stipend	$60,900/yr
ReVive Recovery Staff – 2nd shift	Recovery Support Worker (Subcontract with Revive)	$23,920	100%	$23,920/yr
Various	Recovery Support Worker (On-Call and Deployment)	Stipend	Stipend	$25,210/yr

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Jeffrey A. Meyers
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

August 28, 2019

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 Behavorial Health, to enter into agreements with the vendors listed in the table below to provide evidence-based prevention services for children up to age 18 who are exposed to adverse childhood experiences as a result of opioid misuse in an amount not to exceed $600,000, effective upon Governor and Executive Council approval, though September 29, 2020. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Contract Amount
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$300,000
Greater Nashua Mental Health	154112-B001	Nashua	$300,000
		Total:	**$600,000**

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

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIVISION, STATE OPIOID RESPONSE GRANT

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide evidence-based prevention services to children exposed to adverse childhood experiences as a result of opioid misuse through Community-Based Adverse Childhood Experiences Crisis Team projects.

Approximately 70 individuals will be served from September 2019 through September 2020.

The Contractors will implement teams that include safety professionals who can mobilize in cases of an overdose where children are present. Teams will be implemented within three (3) to six (6) months of the effective date of the contracts with the ability to respond to crisis twenty (24) hours per day, seven (7) days per week.

The Contractors will develop and implement Community-Based Adverse Childhood Experiences Crisis Teams that will be mobilized in cases of an overdose where children are present. Members of the teams include police officers, crisis services advocates and community health workers.

The Contractors will meet individuals in their homes and in other natural environments and community settings to assist with the crisis as it arises to complete screenings, crisis interventions and referrals for services and supports. The teams will work to stabilize individuals as quickly as practicable continue to provide services for up to seven (7) days following the onset of the crisis.

New Hampshire's State Opioid Response Grant projects use evidence-based methods to expand treatment, recovery and prevention services to individuals with Opioid Use Disorder in New Hampshire. In 2017, New Hampshire had 488 opioid-related deaths, 2,774 emergency Naloxone (Narcan) administrations, and 6,684 emergency department opioid related visits. New Hampshire is ranked as having the third highest overdose rate in the country at 39 individuals per 100,000 population.

The scope of services in these contracts was developed, in part, through a public comment forum that identified gaps in the prevention system aimed at addressing increased exposure to Adverse Childhood Experiences in children as a result of the state's opioid crisis.

As referenced in the Exhibit C-1 of these agreements, the parties have the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of the Contractors and the delivery of services required under these agreements using the following performance measures:

- Monthly statistical reports as outlined in Exhibit A of the Contract;
- Satisfaction surveys to service providers with a minimum target of 95% satisfaction with services provided clients.

These two (2) vendors were selected for this project through a competitive bid process. A Request for Proposal was posted on the Department of Health and Human Services website from April 4, 2019 through April 30, 2019. The Department received three (3) proposals. The proposals were reviewed and scored by a team of individuals with program-specific knowledge. The Score Summary is attached.

Should the Governor and Executive Council not authorize this request, children within the community who are present during an overdose crisis along with individuals battling an opioid misuse issue may not have access to professional services, support and advocacy. Without these services, the State may not have the necessary tools in order to further combat the epidemic in New Hampshire.

Area served: Greater Manchester Community, Nashua and Hudson.

Source of Funds: 100% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant. CFDA #93.788, FAIN #H79T1081685 and FAIN # T1080246.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FINANCIAL DETAIL

Community-Based Adverse Childhood Experiences Crisis Team Project
RFP-2019-BDAS-13-COMMU

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES; DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIVISION, STATE OPIOID RESPONSE GRANT
100% Federal Funds

Greater Nashua Mental Health

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contract for Prog Svcs	92057040	$ 230,566.38
SFY 2021	102-500731	Contract for Prog Svcs	92057040	$ 69,433.62
			Sub-Total	*$ 300,000.00*

The Mental Health Center of Greater Manchester, Inc.

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contract for Prog Svcs	92057040	$ 250,000.00
SFY 2021	102-500731	Contract for Prog Svcs	92057040	$ 50,000.00
			Sub-Total	*$ 300,000.00*

Grand Total $ 600,000.00

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

RFP Name: Experiences Crisis Team Project

RFP Number: RFP-2019-BDAS-13-COMMU

Bidder Name	Maximum Points	Actual Points
1. The Mental Health Center of Greater Manchester	470	353
2. Riverbend Community Mental Health, Inc.	470	350
3. Greater Nashua Mental Health	470	432

Reviewer Names

1. Erica Ungarelli, Administrator IV-DBH
2. Jill Burke, Administrator II-BDAS
3. Laurie Heath, Business Administrator III-DBH
4. Melissa Girard, Business Administrator II-DBH
5. Amanda Spreeman, Program Specialist IV-DBH

Subject: Community-Based Adverse Childhood Experiences Crisis Team Project (RFP-2019-BDAS-13-COMMU)

FORM NUMBER P-37 (version 5/8/15)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Community Council of Nashua, NH dba Greater Nashua Mental Health		1.4 Contractor Address 100 Pearl Street Nashua NH 03060	
1.5 Contractor Phone Number (603) 889-6147	1.6 Account Number CG 9-3-19 05-95-92-920510- 70400000-102-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation $300,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Craig S. Amoth		1.12 Name and Title of Contractor Signatory CRAIG S. AMOTH PRESIDENT AND CEO	

1.13 Acknowledgement: State of NH, County of HILLSBOROUGH

On 8/15/2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Patricia S. Prince

PATRICIA S. PRINCE
Notary Public - New Hampshire
My Commission Expires July 19, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

PATRICIA S. PRINCE, NOTARY PUBLIC

1.14 State Agency Signature Katja S Fox Date: 8/21/19	1.15 Name and Title of State Agency Signatory Katja S Fox Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 8/30/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

FORM NUMBER P-37 (version 5/8/15)

Subject: Community-Based Adverse Childhood Experiences Crisis Team Project (RFP-2019-BDAS-13-COMMU)

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[Seal] Patricia S. Prince

PATRICIA S. PRINCE
Notary Public - New Hampshire
My Commission Expires July 19, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

PATRICIA S. PRINCE, NOTARY PUBLIC

1.14 State Agency Signature Date: 8/20/19	1.15 Name and Title of State Agency Signatory Katja S Fox Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/30/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials CA
Date 8/15/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials CA
Date 8/26/19

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials CA
Date 8/15/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.

1.4. The Contractor shall post its address, phone numbers program contact information and, if appropriate, hours of operation and services offered on its Internet website.

1.5. The Contractor shall ensure services are available to children 0 to 18 years of age and their families directly affected by an opioid misuse event in their service areas of the Greater Nashua Area and City of Hudson.

2. Scope of Services

2.1. The Contractor shall collaborate with the Department to develop and implement a Community-Based Adverse Childhood Experiences Crisis Team to be mobilized and present in cases of an overdose where children are present and which consists of:

2.1.1. A police officer;

2.1.2. A crisis services advocate; and

2.1.3. A community health worker.

2.2. The Contractor shall provide evidence-based prevention services which shall include, but not be limited to:

2.2.1. Screening;

2.2.2. Crisis intervention; and

2.2.3. Referral for services and supports.

2.3. The Contractor's Crisis Team shall be accessed through the Contractor's crisis

telephone number, which will be:

2.3.1. Answered 24-hours per day, 7-days per week (24/7) by a mental health professional clinician who specializes in children's mental health and is skilled in crisis triage; and

2.3.2. Coordinated with New Hampshire 2-1-1.

2.4. The Contractor's clinician shall obtain information from a caller about the incident, the individuals present, and ask the following questions to assess safety prior to sending staff to the location:

2.4.1. Has a parent given permission to contact the Community-Based Adverse Childhood Experiences Crisis Team to respond to their home or other location?

2.4.2. Is there a police officer currently on site? Will he/she be staying on site or returning to the site to meet Greater Nashua Mental Health (GNMH) staff?

2.4.3. Who will be opening the door?

2.4.4. Who else lives in the home and what are their ages?

2.4.5. Who is in the home currently?

2.4.6. Does anyone else in the home use substances, and/or currently under the influence?

2.4.7. Are there pets in the home? Are they aggressive pets?

2.4.8. Are there weapons in the home and if so, are they secured?

2.4.9. Is anyone in the home violent or aggressive?

2.4.10. Is there domestic violence present?

2.5. The Contractor's clinician answering the call shall use GNMH's electronic health record (EHR) to ascertain if the youth present at the incident is a current or previous client of the Center. If there is a Crisis Plan on file in the EHR, this information will be relayed to the staff who respond in order to inform the determination of where the intervention can safely occur within an hour from the time of the call.

2.5.1. Other information about the police clearing the scene, presence of weapons, drugs, or animals and the potential for violence shall be gathered;

2.5.2. The clinician shall contact the police, if they were not the caller, to assist in determining the safety of responding and/or to meet the team at the location;

2.5.3. Upon safety determination for Crisis Team to respond, the clinician assigned to the phone shall contact the on-call Crisis Services Advocate and the Recovery Support Worker and provide them with the location, and ascertain their estimated arrival time to coordinate with the police if needed.

2.5.4. Response times shall be recorded and monitored as part of a quality improvement process;

2.5.5. Crisis assessments and interventions shall be performed and documented by the Crisis Services Advocate when provided;

2.5.6. The Recovery Support Worker shall provide support to family members or other adults present in the home, in addition to the youth; and

2.5.7. Shall provide information about community supports to youth and family members impacted by their own or a loved one's substance misuse.

2.6. The Contractor's Crisis Services Advocate and the Recovery Support Worker shall use the SAFER Model to guide their interactions, which defines the tasks of immediate crisis response as:

2.6.1. Stabilize the situation;

2.6.2. Acknowledge the crisis;

2.6.3. Facilitation of understanding;

2.6.4. Encouragement of adaptive coping; and

2.6.5. Restoration of independent functioning or referral for continued care.

2.7. The Contractor shall collaborate with the local police departments and community organizations necessary to ensure children and their families have access to appropriate and timely support and services, which may include, but

are not limited to:

2.7.1. Schools;

2.7.2. Doorways;

2.7.3. Law Enforcement;

2.7.4. Mental Health Providers;

2.7.5. Division for Children, Youth and Families (DCYF);

2.7.6. Community Programs; and

2.7.7. Family Services Centers.

2.8. The Contractor shall provide crisis intervention services within one hour to children who are present in situations where a family or household member experiences an overdose, as a result of opioid use, in the greater Nashua region and Hudson, including, but not limited to:

2.8.1. Staffing a 24/7 phone line;

2.8.2. Coordinating with police;

2.8.3. Contracting with a recovery center;

2.8.4. Using a standard screening protocol;

2.8.5. Providing other screening and crisis stabilization services as necessary;

2.8.6. Providing referrals and linkages to services;

2.8.7. Providing transportation.

2.9. The Contractor shall provide services to children and families in the greater Nashua region and Hudson regardless of their ability to pay and shall use the sliding fee discounts mechanism when necessary.

2.10. The Contractor's array of comprehensive behavioral health services include, but are not limited to:

2.10.1. Individual, Couples, Family, and Group Therapy for Adults and Children;

2.10.2. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH);

2.10.3. Community Support Services including an Integrated Dual Disorders Treatment (IDDT) Team for adults with significant mental illness and

substance use disorders and First Episode Psychosis (FEP) services;

2.10.4. Assertive Community Treatment (ACT) Teams for Adults and Children;

2.10.5. Psychiatric Evaluation and Treatment for Adults and Children;

2.10.6. Mental Health Court Program;

2.10.7. 24-Hour Emergency Services;

2.10.8. Substance Use Disorder Services using the MATRIX Curriculum;

2.10.9. Drug Court Treatment Program for Hillsborough County Superior Court Southern District;

2.10.10. Illness Management and Recovery (IMR);

2.10.11. School-Based Behavioral Health Services;

2.10.12. Child Impact Seminars for Parents; and

2.10.13. Homeless Outreach Services.

2.11. The Contractor shall provide face-to-face crisis appointments the same or next day for initial appointment for those callers being able to be managed in the community rather than referred to a local emergency department.

2.12. The Contractor's staff shall wear vests that identify them as part of the Crisis Team to avoid confusion about their role if there are multiple first responders present on a scene.

2.13. The Crisis Team shall focus on providing psychological first aid by:

2.13.1. Asking the child and family about the situation;

2.13.2. Providing information about stress and common reactions; and

2.13.3. Conducting a screening to determine an appropriate plan for follow up, which includes, but is not limited to:

2.13.3.1. The Ages and Stages Questionnaire (ASQ) for children under the age of 5 ½ years of age; and

2.13.3.2. The Columbia Suicide Severity Rating Scale (C-SSRS) which is available for very young children as well as for those ages six (6) years and up; and

2.13.3.3. Other tools as needed to support the assessment of risk of danger to others and determining level of care for individuals with substance use disorders.

2.14. The Contractor's Crisis Team assessments shall result in a crisis treatment plan

that outlines:

2.14.1. The needed interventions and supports to stabilize the youth and family's crisis as rapidly as possible;

2.14.2. Promote a return to a pre-crisis level of functioning; and

2.14.3. Include follow up by the Crisis Team.

2.15. The Contractor's Crisis treatment plans outline the needed interventions, including, but not limited to:

2.15.1. Ongoing assessment;

2.15.2. Temporary change in residence;

2.15.3. Skill development;

2.15.4. Environmental analysis and change;

2.15.5. Peer support;

2.15.6. Connection to services, and benefits, that are required to stabilize the crisis in a community/natural environment as much as possible; and

2.15.7. Interventions shall maintain existing mental health services currently being utilized by the youth and family, if appropriate and shall include referral to community-based services and supports both within and outside of GNMH as needed, which may include coordination with:

2.15.7.1. NH 2-1-1;

2.15.7.2. DCYF

2.15.7.3. The Suicide Hotline; and

2.15.7.4. The Doorway.

2.15.8. Transportation:

2.15.8.1. Transportation shall be available to bring an individual experiencing a psychiatric crisis to the most supportive and appropriate setting. This may occur through:

2.15.8.1.1. Staff providing a ride;

2.15.8.1.2. Staff arranging for transportation, such as a taxi; and

2.15.8.1.3. Staff enlisting someone in the individual's natural support system.

2.15.8.2. Transportation to return the person to their natural environment

after receiving crisis services.

2.16. The Contractor's Crisis Team staff shall keep clients engaged following a crisis and ensure that they have connected with treatment and services discussed to prevent future crisis.

2.16.1. The Crisis Team staff shall provide post-crisis follow-up in person and through phone calls to all individuals within 24 hours of the initial contact;

2.16.2. Follow-up appointments, scheduled at the initial event, shall be conducted by the same staff that responded to the crisis, to the extent possible, during office hours, as often as needed for a period of seven (7) days, to ensure stabilization and/or referral to ongoing services and supports.

2.16.3. A phone call to the parent of the involved youth shall be made to encourage continuation of the plan and to further assess need for intervention, should the family not consent to an in-person follow-up meeting.

2.17. The Crisis Team shall provide developmentally appropriate information for the age of the youth(s).involved.

2.17.1. For children under the age of 5 1/2 years, ACEs Crisis Team members shall provide the Intervention Activity Sheet that coincides with the youth's age(s) from the ASQ-3.

2.17.2. The Crisis Team shall have access to an on-call medical staff, Psychiatrist or Advanced Practice Registered Nurse (APRN), and an on-call administrator if needed for consultation.

2.18. The Contractor has an established working relationship related to shared clients being referred to or served by, the Nashua region's Mobile Crisis Response Team (MCRT), which includes, but is not limited to regular contact between GNMH and MCRT staff.

2.19. The Contractor shall collaborate with the MCRT to establish protocols for the Crisis Team and work together to prevent duplication of services.

2.20. The Contractor shall contact the MCRT in situations where an adult requires crisis services beyond the scope of this project and the MCRT shall contact the Crisis Team if they receive a call indicating a minor is present at the scene of an opioid overdose in Nashua or Hudson.

2.21. The Contractor shall continue establishing collaborative relationships with community health workers, law enforcement agencies, schools, child protection services, child health and behavioral health agencies and other social services

agencies.

2.22. The Contractor shall continue its relationship with:

2.22.1. Many of the schools in its service area within which they provide direct behavioral health services to youth; and

2.22.2. The DCYF for assistance in evaluation for the need of mental health services for those they support in the Contractor's region.

2.23. The Contractor shall have multiple levels of staff in order to have the flexibility to respond to multiple concurrent crisis if needed, which includes, but is not limited to:

2.23.1. One (1) clinician experienced working with youth and families in crisis to answer calls at all times.

2.23.1.1. The clinician shall contact the police, if not the caller, and the on-call Crisis Services Advocate and Recovery Support Worker as soon as it is determined that it is safe for them to respond;

2.23.1.2. Should another call come into the phone requiring a community response, the clinician shall contact the backup Recovery Support Worker and shall themselves go to the second location;

2.23.1.3. Phone calls shall be forwarded to GNMH's main Acute Care Services (ACS) phone line to be answered until the original clinician is able to return to answering the phone calls;

2.23.1.4. Should a third concurrent response be necessary, the clinician assigned to the main ACS phone line could be the third advocate and the Director of the ACS or other community agencies could also be contacted to assist.

2.24. The Contractor shall train all staff covering any of GNMH's crisis lines to take calls for the Crisis Team.

2.25. The Contractor shall accept calls from the Nashua and Hudson Police Departments, American Medical Response (AMR) and the Doorway on its 24/7 crisis line for youth and their families.

2.26. The Contractor shall ensure the communities and partners within the proposed contract area are aware of and can access these services and supports by

providing:

2.26.1. Information about the goals of the project;

2.26.2. How the services will be accessed;

2.26.3. Identifying stakeholder groups; and

2.26.4. Conducting a series of stakeholder meetings in the region to explain the services and provide concrete information about the scope.

2.27. The Contractor shall present different stakeholder groups with information and training about interfacing with the new services that relate to their specific venues.

2.28. The Contractor's presentations shall include, but not be limited to:

2.28.1. Information about the essential components of the new services;

2.28.2. How to access the services;

2.28.3. Information related to the model of care with focus on being strength-based, trauma informed, and capable of working with specialized high risk groups, including those who are dually diagnosed with Mental Health and Substance Use Disorders.

3. Reporting

3.1. The Contractor shall submit monthly statistical reports to the Department of de-identified aggregate data on the tenth (10th) day of each month. These monthly reports shall include, but are not limited to:

3.1.1. A brief summary of activities to date;

3.1.2. Dates of stakeholder meetings in the region, including stakeholders who participated;

3.1.3. Response times;

3.1.4. Number of children served;

3.1.5. Number of family members served;

3.1.6. Number of other adults present in home served;

3.1.7. Supports provided;

3.1.8. Number of face-to-face crisis appointments provided;

3.1.9. Number of individuals referred to

3.1.9.1. Doorways;

3.1.9.2. Schools;

3.1.9.3. Law Enforcement;

3.1.9.4. Mental Health providers;

3.1.9.5. Recovery centers;

3.1.9.6. DCYF;

3.1.9.7. Community programs;

3.1.9.8. Transportation services; and

3.1.9.9. Family services centers.

3.2. The Contractor shall demonstrate, through adequate maintenance of records, and provide to the Department upon request, a report detailing expenses related to these services, ensuring funds will not be used for services other than those identified in Section 2. Scope of Services.

4. Staffing

4.1. The Contractor shall have sufficient staffing, including any proposed alternative staff, to cover services provided under this contract, which shall include, but not be limited to:.

4.1.1. Mental Health Professional Clinician whose duties shall encompass answering the 24/7 phone line;

4.1.2. One (1) .5 FTE Crisis Services Coordinator whose duties shall be for coordinating the on-call schedule of Crisis Services Advocates;

4.1.3. Crisis Services Advocates whose duties shall encompass crisis assessments, interventions and documentation.

4.1.4. An on-call APRN or MD to take calls from staff for consultation;

4.2. The Contractor's contracted staff are as follows:

4.2.1. One (1) .5 FTE Recovery Support Worker/Community Health Worker to respond along with the Crisis Services Coordinator to ensure that the staff accompanying the CSA is aware of services for youth and families impacted by Substance Use Disorders;

4.2.2. Police Officer:

4.2.2.1. A Memorandum of Understanding (MOU) with the local police

departments shall be developed indicating points of contact.

4.2.3. Other Resources including on-call staff who are trained in services and are able to provide backup.

5. Performance Measure

5.1. The Contractor shall administer satisfaction surveys with Department approval to its community providers and report a minimum of 95% satisfaction with services provided.

6. State Opioid Response (SOR) Grant Standards

6.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Regional Hubs for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.

6.2. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.

6.2.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

6.2.2. The Department reserves the right to terminate the contract and liquidate unspent funds, if services are not in place within ninety (90) days of the contract effective date.

6.3. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.

New Hampshire Department of Health and Human Services
Community-Based Adverse Childhood Experiences Crisis Team Project

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows: 100% Federal Funds from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget and Exhibit B-2 Budget.
   - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. 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.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant Street

Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. 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.
10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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

Instructions: Enter the information requested in the highlighted fields. Contractor Name: The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health

Contractor name: Community Council of Nashua d/b/a Greater Nashua Mental Health

Budget Request for: Community Based Adverse Childhood Experiences Crisis Team Project

Budget Period: SFY20 (10 months - 9/1/2019-6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 159,637.50	$ 19,156.50	$ 178,794.00	$ 38,741.87	$ 4,649.00	$ 43,390.87	$ 120,895.63	$ 14,507.50	$ 135,403.13
2. Employee Benefits	$ 44,899.50	$ 5,393.82	$ 50,293.32	$ 10,847.87	$ 1,301.72	$ 12,149.59	$ 33,850.63	$ 4,092.10	$ 37,942.73
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,080.00	$ 130.80	$ 1,220.80	$ 1,080.00	$ 130.80	$ 1,220.80	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 200.00	$ 24.00	$ 224.00	$ 200.00	$ 24.00	$ 224.00	$ -	$ -	$ -
6. Travel	$ 4,166.67	$ 500.00	$ 4,666.67	$ -	$ -	$ -	$ 4,166.67	$ 500.00	$ 4,666.67
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 750.00	$ 90.00	$ 840.00	$ -	$ -	$ -	$ 750.00	$ 90.00	$ 840.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 3,310.00	$ 397.20	$ 3,707.20	$ 292.14	$ 35.05	$ 327.22	$ 3,017.84	$ 362.15	$ 3,379.98
12. Subcontracts/Agreements	$ 41,841.67	$ 8,033.00	$ 49,874.67	$ -	$ -	$ -	$ 41,841.67	$ 8,033.00	$ 49,874.67
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Training Time and Materials to Train PD	$ 1,000.00	$ 120.00	$ 1,120.00	$ -	$ -	$ -	$ 1,000.00	$ 120.00	$ 1,120.00
Visits	$ 240.00	$ 28.80	$ 268.80	$ -	$ -	$ -	$ 240.00	$ 28.80	$ 268.80
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 256,834.33	$ 30,844.12	$ 287,678.45	$ 51,179.48	$ 6,140.94	$ 57,312.07	$ 205,862.84	$ 24,703.84	$ 230,566.38

Indirect As A Percent of Direct 12.0%

Contractor Initials CA
Date 9/15/19

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

Contractor name: Community Council of Nashua, NH d/b/a Greater Nashua Mental Health

Budget Request for: Community Based Adverse Childhood Experiences Crisis Team Project

Budget Period: SFY21 (3 months - 7/1/2020-9/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 48,350.00	$ 5,803.20	$ 54,153.20	$ 10,675.00	$ 1,281.00	$ 11,956.00	$ 37,685.00	$ 4,522.20	$ 42,207.20
2. Employee Benefits	$ 13,540.80	$ 1,624.90	$ 15,165.70	$ 2,989.00	$ 358.68	$ 3,347.68	$ 10,551.80	$ 1,266.22	$ 11,818.02
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 60.00	$ 7.20	$ 67.20	$ 60.00	$ 7.20	$ 67.20	$ -	$ -	$ -
6. Travel	$ 1,250.00	$ 150.00	$ 1,400.00	$ -	$ -	$ -	$ 1,250.00	$ 150.00	$ 1,400.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 225.00	$ 27.00	$ 252.00	$ -	$ -	$ -	$ 225.00	$ 27.00	$ 252.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 12,282.50	$ 1,473.90	$ 13,756.40	$ -	$ -	$ -	$ 12,282.50	$ 1,473.90	$ 13,756.40
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 75,708.30	$ 9,086.20	$ 84,804.50	$ 13,724.00	$ 1,646.88	$ 15,370.88	$ 61,994.30	$ 7,439.32	$ 69,433.62

Indirect As A Percent of Direct 12.0%

Contractor Initials
Date 9/15/19

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder,, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

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

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

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

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

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. **Contract Definitions:**

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

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

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

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

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

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

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

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

   4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The 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

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:

8/15/19
Date

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

8/15/19
Date

Name: Craig D Amoss
Title: Pres. & CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials CA
Date 8/15/19

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:

Date 8/15/19

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

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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:

8/15/19
Date

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

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:

8/15/19
Date

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

Vendor Initials CA
Date 8/15/19

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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.

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	Greater Nashua Mental Health
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Director for	Craig D. Amoth
Name of Authorized Representative	Name of Authorized Representative
Katja S Fox	Pres. & CEO
Title of Authorized Representative	Title of Authorized Representative
8/26/19	8/15/19
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

Vendor Name:

8/15/19
Date

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

FORM A

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

1. The DUNS number for your entity is: 081249823

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Vendor Initials CA
Date 8/15/19

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

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.).

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/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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov