



Lori A. Weaver
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

30

November 21, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive Sole Source** amendments to existing contracts with the Contractors listed below to continue providing evidence-based prevention services for children up to 18 years of age who are exposed to adverse childhood experiences (ACEs) as a result of opioid and/or stimulant misuse, by increasing the total price limitation by \$350,000 from \$1,359,024 to \$1,709,024 and by extending the completion dates from September 29, 2023 to September 29, 2024, effective September 29, 2023 upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on September 18, 2019, item #20A, and amended on March 24, 2021, item #15, amended on October 13, 2021, item #37, and most recently amended on December 7, 2022, item #9.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
The Mental Health Center of Greater Manchester, Inc., Manchester, NH	177184-B001	Greater Manchester Community	\$656,205	\$175,000	\$831,205
The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health, Nashua, NH	154112-B001	Nashua and Hudson	\$702,819	\$175,000	\$877,819
		Total:	\$1,359,024	\$350,000	\$1,709,024

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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.

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

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to September 29, 2023 to avoid loss of access to services and supports for individuals in need of these critical services. The Department initiated the amendment process with the Contractors in June 2023 in anticipation of this renewal. The Federal awarding agency notified the Department on September 2, 2023 confirming the availability of funding beyond the contracts' completion dates of September 29, 2023, and additional time was needed to negotiate and finalize the scope of the work prior to the Department and the Contractors reaching mutually acceptable terms.

This request is **Sole Source** because the Department is seeking to extend the contracts beyond the completion dates and there are no renewal options available. These amendments are for contracts that were originally competitively bid. Due to the limited timeframe between the funding notification from the Federal awarding agency and the contract expiration date, the Department was not able to re-procure for these services. Any delays or gaps in service provision may result in reduced or loss of access to services and supports for individuals in need of these critical services.

The purpose of this request is to continue providing evidence-based prevention services to children exposed to trauma as a result of substance use through Community-Based Adverse Childhood Experiences Crisis Teams. The Contractors will continue to implement Community-Based ACE Crisis Teams (Teams), which mobilize in instances of a substance use related event when children are present. Teams meet individuals in their homes and in other community settings to assist with the event as it arises and complete screenings, crisis interventions and referrals for services and supports. The Teams stabilize individuals as quickly as practicable and provide services for up to seven (7) days following the onset of the event. According to the CDC-Kaiser Permanente ACEs Study, experiencing trauma such as violence, abuse, neglect, growing up in a household with substance misuse, or witnessing an overdose, have a tremendous impact on future substance misuse, negative health outcomes, and even death on the children that are affected.

Approximately 60 individuals will be served from September 29, 2023 to September 29, 2024.

The Department will continue to monitor services through the review of data reports, periodic surveys, and other data as requested by the Department.

Should the Governor and Executive Council not authorize this request, children within the community who are present during a substance use event, along with their families, may not have access to timely professional prevention services and supports. As a result, an increase in utilization in the future to address the negative longer-term impacts of trauma will be more costly.

Source of Federal Funds: Assistance Listing Number 93.788, FAIN H79TI085759.

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. Weaver
Commissioner

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	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	92057040	\$52,337.38	\$0	\$52,337.38
2021	102-500731	Contracts for Prog Svc	92057040	\$69,433.62	\$0	\$69,433.62
2021	102-500731	Contracts for Prog Svc	92057046	\$59,717	\$0	\$59,717.00
2021	102-500731	Contracts for Prog Svc	92057048	\$80,000	\$0	\$80,000.00
2022	102-500731	Contracts for Prog Svc	92057048	\$40,000	\$0	\$40,000.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$134,788	\$0	\$134,788.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$44,929	\$0	\$44,929.00
2023	074-500589	Welfare Assistance	92057059	\$131,250	\$0	\$131,250.00
2024	074-500589	Welfare Assistance	92057059	\$43,750	\$0	\$43,750.00
2024	074-500589	Welfare Assistance	92057062	\$0	\$131,250	\$131,250.00
2025	074-500589	Welfare Assistance	92057062	\$0	\$43,750	\$43,750.00
			Subtotal	\$656,205.00	\$175,000.00	\$831,205.00

Greater Nashua Mental Health (Vendor # 154112-B001)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	92057040	\$118,385.00	\$0	\$118,385.00
2021	102-500731	Contracts for Prog Svc	92057040	\$50,000.00	\$0	\$50,000.00
2021	102-500731	Contracts for Prog Svc	92057046	\$59,717	\$0	\$59,717.00
2021	102-500731	Contracts for Prog Svc	92057048	\$80,000	\$0	\$80,000.00
2022	102-500731	Contracts for Prog Svc	92057048	\$40,000	\$0	\$40,000.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$134,788	\$0	\$134,788.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$44,929	\$0	\$44,929.00
2023	074-500589	Welfare Assistance	92057059	\$131,250	\$0	\$131,250.00
2024	074-500589	Welfare Assistance	92057059	\$43,750	\$0	\$43,750.00
2024	074-500589	Welfare Assistance	92057062	\$0	\$131,250	\$131,250.00
2025	074-500589	Welfare Assistance	92057062	\$0	\$43,750	\$43,750.00
			Subtotal	\$702,819.00	\$175,000.00	\$877,819.00

Grand Total	\$1,359,024	\$350,000	\$1,709,024

**State of New Hampshire
Department of Health and Human Services
Amendment #4**

This Amendment to the Community-Based Adverse Childhood Experience Crisis Team Project contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 18, 2019 (Item #20A), as amended on March 24, 2021 (Item #15), and amended on October 13, 2021 (Item #37), and as most recently amended on December 7, 2022 (Item #9) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended 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, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$831,205
3. Modify Exhibit A, Scope of Services by replacing in its entirety with Exhibit A – Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B – Amendment #1, Methods and Conditions Precedent to Payment, Section 1, to read:
 1. This Agreement is funded with 100% Federal funds from the State Opioid Response (SOR) Grant, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Listing Number (ALN) 93.788, as awarded on:
 - 1.1. 09/30/2018, FAIN H79TI081685;
 - 1.2. 09/30/2020, FAIN H79TI083326;
 - 1.3. 08/09/2021, FAIN H79TI083326;
 - 1.4. 9/23/22, FAIN H79TI085759; and
 - 1.4. 09/01/2023, FAIN H79TI085759.
5. Modify Exhibit B – Amendment #1, Methods and Conditions Precedent to Payment, Section 3, to read:
 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-11, Amendment #4, SOR III Budget.
6. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 5, Subsection 4.1, Paragraph 5.1.3, Subparagraph 5.1.3.1, to add Parts 5.1.3.1.9 through 5.1.3.1.11,

DS
PC

as follows:

- 5.1.3.1.9. Promotional items including, but not limited to, clothing and commemorative items with added logos for distribution to clients and the community, including but not limited to, pens, mugs/cups, folders/folios, lanyards, and conference bags. See 45 CFR 75.421(e)(3)
- 5.1.3.1.10. Direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. See 42 U.S.C. § 1320a-7b
- 6.1.3.1.11. Sterile needles or syringes for the hypodermic injection of any illegal drug.
- 7. Add Exhibit B-10, Amendment #4, SOR III Budget, which is attached hereto and incorporated by reference herein.
- 8. Add Exhibit B-11, Amendment #4, SOR III Budget, which is attached hereto and incorporated by reference herein.

DS
PC

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 29, 2023, upon Governor and 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

11/30/2023

Date

DocuSigned by:
Katja S. Fox

Name: Katja S. Fox
Title: Director

The Mental Health Center of Greater Manchester, Inc.

11/21/2023

Date

DocuSigned by:
Patricia Carty

Name: Patricia Carty
Title: President and CEO

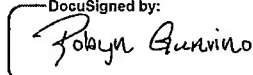
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/30/2023

Date

DocuSigned by:



Name: Robyn Guarino

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:



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

Exhibit A

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 individuals 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 prevention services are available to children ages 0 to 18 years of age and their families directly affected by a substance 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's Adverse Childhood Experience (ACEs) Crisis Prevention Team services shall be initially provided by a quick, seamless, responsive system that can expand as needed to meet the community's need for community-based ACEs response by a combination of Master's (MA) level youth-focused clinician's and Bachelor's (BA) level Family Community Support workers.
 - 2.1.1. Team staff will have access, 24 hours a day, seven days a week (24/7) to additional supports, for consultation regarding youth



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

Exhibit A

- mental health and the resolution of any issues or concerns that may arise, from:
- 2.1.1.1. Youth-focus Master's level clinicians;
 - 2.1.1.2. On-call psychiatrist or Advanced Practice Registered Nurse (APRN);
 - 2.1.1.3. Supervisory staff; and
 - 2.1.1.4. Administrator-on-call.
- 2.2. The Contractor's Crisis Prevention Team shall conduct assessments and assist where youth and substance misuse events intersect, to ensure that risk for suicide is evaluated and communicated to project partners, including, but not limited to NH Rapid Response (NH RR) for emergency room diversion.
- 2.3. The Team shall be accessed through the Contractor's identified telephone number either directly or through the NH RR Access Point, which will be monitored daily by a mental health professional clinician who specializes in children's behavioral health and is specifically trained and skilled in crisis prevention and triage.
- 2.3.1. The Contractor shall ensure children and their families have access to appropriate and timely support and services, which may include, but are not limited to:
- 2.3.1.1. NH 2-1-1;
 - 2.3.1.2. Schools;
 - 2.3.1.3. Doorways;
 - 2.3.1.4. Law Enforcement;
 - 2.3.1.5. Behavioral Health Providers;
 - 2.3.1.6. Division for Children, Youth and Families (DCYF);
 - 2.3.1.7. Community Programs; and
 - 2.3.1.8. Family Services Centers.
- 2.4. The Contractor's Crisis Prevention Team shall provide phone triage and crisis prevention services for all individuals requesting or requiring contact with the team.
- 2.4.1. Response time shall be face-to-face within one hour of engaging with individuals seeking services for the youth in or at risk of crisis.
- 2.4.2. Crisis Prevention Team master's level clinicians shall determine from input from individual, the best level or type of person-centered response to de-escalate, prevent or stabilize the crisis event as quickly and safely as possible, which includes but is not limited to youth-focused community resources and supports.
- 2.4.2.1. 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.

DS
PL



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

Exhibit A

- 2.5. The Contractor's Crisis Prevention 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. Engagement should continue until further services are no longer needed as determined by the Contractor and young person.
- 2.6. The Contractor's Crisis Prevention Team staff member shall offer to the individual the opportunity to meet at a mutually agreed upon site within the community.
 - 2.6.1. Site shall be a safe, appropriate, suitable and acceptable location;
 - 2.6.2. Calls to a known or unknown community neighborhood where the safety of the responding Crisis Prevention Team staff member is in question, shall be an instance to contact law enforcement to request their presence;
 - 2.6.3. Emergency medical services shall be summoned if necessary; and
 - 2.6.4. Coordination with the DCYF and Doorway shall occur to ensure services and supports meet the individual's need.
- 2.7. The Contractor's Crisis Prevention Team staff shall ensure the safety of any individual present 18 years or younger.
- 2.8. The Contractor's Crisis Prevention Team staff shall join dispatched professionals as requested by responding EMS or law enforcement at the site to assist as necessary for provision of youth-focused behavioral health crisis prevention services.
- 2.9. The Contractor shall ensure coordination with NH RR system, that provides 24/7 behavioral health crisis response anywhere in the community.
 - 2.9.1. Duplication of services shall be avoided through a centralized triaging of incoming calls, clarifying workflows and partner coordination, insuring that the correct resource and services are provided to the individual in need.
- 2.10. 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:
 - 2.10.1. Contractor's Child and Adolescent programming;
 - 2.10.2. Contractor's Care Transitions Team;
 - 2.10.3. Contractor's Intensive Treatment Team;
 - 2.10.4. Contractor's Emergency Services Interim Care team;
 - 2.10.5. A warm handoff to community youth serving partners; and
 - 2.10.6. Connect with the DCYF.
- 2.11. The Contractor shall conduct annual Police and Fire trainings and recertification for evidence-based Crisis Intervention Training.
- 2.12. The Contractor's NH RR team will station one (1) Emergency Services clinician at one (1) local hospital emergency room to evaluate incoming patients identified as requiring co-occurring consult. The Contractor's NH RR team will accept crisis

PC



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

Exhibit A

- stabilization referrals from the other local hospital emergency department and, when providing coverage, will complete evaluations on incoming patients identified as requiring co-occurring consult within their emergency room.
- 2.13. The Contractor collaborates with local hospitals through weekly meetings to coordinate services for younger clients.
- 2.14. The Contractor shall partner with community agencies to provide support to young people at no cost.
- 2.15. The Contractor shall collaborate with other behavioral health providers for services as needed.
- 2.16. The Contractor shall collaborate with area youth-serving organization which include, but are not limited to, support of the following initiatives:
- 2.16.1. Project Launch;
 - 2.16.2. NEW Project Launch which serves 0-8 years old;
 - 2.16.3. Fast Forward;
 - 2.16.4. MPAL's Juvenile Diversion Program; and
 - 2.16.5. Friends of Aine
- 2.17. The Contractor shall coordinate services with community stakeholders, which may include, but are not limited to:
- 2.17.1. Schools;
 - 2.17.2. Child Care Agencies;
 - 2.17.3. Doorways;
 - 2.17.4. Law Enforcement;
 - 2.17.5. Other Mental Health, as necessary;
 - 2.17.6. DCYF;
 - 2.17.7. Victim Advocacy Program;
 - 2.17.8. Community Programs; and
 - 2.17.9. Family Resources Centers.
 - 2.17.10. Area Agencies for developmental services
- 2.18. The Contractor shall provide coverage when there are multiple concurrent episodes by partnering with the two (2) local hospitals, and scheduling resources to meet the community's fluctuating needs as follows.
- 2.18.1. Licensed Youth-Focused Master's Level Clinicians, including full-time and per diem staff, scheduled 24/7;
 - 2.18.2. 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;
 - 2.18.3. 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 Crisis Prevention Team off regular business work hours; and

DS
PC



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

Exhibit A

- 2.18.4. 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.
- 2.19. The Contractor shall ensure that all Crisis Prevention Team members are appropriately trained/licensed to best support individuals 18 years or younger who have experienced a substance misuse related event.
 - 2.19.1. Family Community Support workers will be utilized 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).
- 2.20. The Contractor's Crisis Prevention Team will provide the following services:
 - 2.20.1. Phone Triage for referrals not coming through the NH RR Access Point:
 - 2.20.2. Youth Phone Coaching:
 - 2.20.3. Family Community Support:
 - 2.20.4. Ages and Stage Questionnaire (ASQ-3):
 - 2.20.5. UCLA Child/Adolescent Post-Traumatic Stress Disorder (PTSD) Reaction Index:
 - 2.20.6. Lethality/Level of Care Assessment:
 - 2.20.6.1. 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.
 - 2.20.7. Crisis Prevention and Stabilization:
 - 2.20.7.1. These services can be provided for up to thirty (30) days with at least two (2) face-to-face services being conducted within the first seven (7) days.
 - 2.20.8. Evidence Based Practices (EBP)
 - 2.20.9. Case management.
- 2.21. The Contractor will provide the following types of interventions::
 - 2.21.1. 24/7 Adverse Childhood Experiences Crisis Prevention Line:
 - 2.21.1.1. Face-to-face response in the community within one (1) hour of engagement; 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.
 - 2.21.2. Client Centered Recovery
 - 2.21.3. Family Community Support:
 - 2.21.4. Evidence Based Practices (EBP)
 - 2.21.5. Trauma Informed Care
 - 2.21.6. Support Systems

DS
PC



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

Exhibit A

- 2.21.6.1. The Contractor's clinicians and the Family Community Support Workers, shall identify and mobilize supports within the person's natural environment.
- 2.21.6.2. Immediate and direct referrals shall be made as needed.
- 2.21.6.3. Next day follow-up crisis stabilization appointments in collaboration with existing care providers shall be available.
- 2.21.6.4. Transportation shall be available to bring an individual experiencing a crisis to the most supportive and appropriate setting.
- 2.21.6.5. The Crisis Prevention Team shall arrange transportation to return the person to their natural environment after receiving services.
- 2.21.7. Ages and Stage Questionnaire (ASQ-3):
- 2.21.8. UCLA Child/Adolescent PTSD Reaction Index:
- 2.21.9. Risk Assessment, including assessment for suicide, self-harm, and homicide risk.
- 2.22. 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:
 - 2.22.1. Information about the goals of the project;
 - 2.22.2. How the services will be accessed;
 - 2.22.3. Identifying stakeholder groups; and
 - 2.22.4. Conducting a series of stakeholder meetings in the region to explain the services and provide concrete information about the scope.

3. Reporting

- 3.1. The Contractor shall submit monthly statistical reports to the Department on the fifteenth (15th) day of each month of de-identified client level data. These monthly reports shall be submitted using the template provided by the Department.
- 3.2. 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.
- 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.

4. Staffing

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

DS
PC



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

Exhibit A

- 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 response during times of increased volume;
- 4.1.5. Psychiatry/APRN consultant will be available 24/7;
- 4.1.6. Other Resources including on-call staff who are trained in services and are able to provide backup.

5. Performance Measures

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

6. State Opioid Response (SOR) Grant Standards

- 6.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
- 6.2. The Contractor shall ensure all referrals of individuals to the Doorways are:
 - 6.2.1. Completed and documented in the individual's file; and
 - 6.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.
- 6.3. The Contractor shall ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.
- 6.4. The Contractor shall coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.
 - 6.4.1. The Contractor shall submit a detailed plan within thirty (30) days of contract effective date for ensuring GPRA completion for all clients receiving SOR funding.
- 6.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor shall ensure:
 - 6.5.1. Treatment in this context includes the treatment of OUD/StimUD.
 - 6.5.2. Grant funds are not provided to any individual who or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders.

DS
PC



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

Exhibit A

-
- 6.5.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 6.6. The Contractor shall ensure Naloxone kits are available to individuals, utilizing SOR funding.
- 6.7. If the Contractor intends to distribute test strips, the Contractor shall provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:
- 6.7.1. Internal policies for the distribution of test strips;
 - 6.7.2. Distribution methods and frequency; and
 - 6.7.3. Other key data as requested by the Department.
- 6.8. The Contractor shall provide services as referenced in Section 2.1.1. to eligible individuals who:
- 6.8.1. Receive MOUD services from other providers, including the individual's primary care provider;
 - 6.8.2. Have co-occurring mental health disorders; or
 - 6.8.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 6.9. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 6.10. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
- 6.11. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
- 6.12. The Contractor shall comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration (SAMHSA), and other Federal terms, conditions, and requirements, and as amended, and shall collaborate with the Department to understand the aforesaid.

DS
PC

Exhibit B-10 Amendment #4, SOR III Budget

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		
Budget Period: SFY24 (9/30/23 - 6/30/24)		
Indirect Cost Rate (if applicable): 6%		
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$99,653	\$14,350
2. Fringe Benefits	\$21,930	\$4,558
3. Consultants	\$0	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$2,186	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$123,769	\$18,908
Total Indirect Costs	\$7,481	\$1,078
TOTAL	\$131,250	\$19,986

Contractor: _____



Exhibit B-11 Amendment #4, SOR III Budget

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	
Budget Period	SFY25 (7/1/24-9/29/24)	
Indirect Cost Rate (if applicable)	6%	
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$32,330	\$4,808
2. Fringe Benefits	\$8,476	\$1,692
3. Consultants	\$0	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$450	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$41,256	\$6,500
Total Indirect Costs	\$2,494	\$371
TOTAL	\$43,750	\$6,871

Contractor:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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 : 0006204870



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a horizontal line.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Elaine Michaud, 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, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 10, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Patricia Carty, President and 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 was **valid thirty (30) days prior to and 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: 11/27/23

Elaine M Michaud
Signature of Elected Officer
Name: ELAINE MICHAUD
Title: CHAIRPERSON, BOARD OF DIRECTORS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2023

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

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

PRODUCER CGI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032	CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (877) 562-8954 FAX (A/C, No): (866) 574-2443 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Insurance	
INSURER B: Philadelphia Indemnity	
INSURER C: A.I.M. Mutual	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 23-24 w/WC Renewal	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	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 Liab \$2M Agg			PHPK2535063	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2533906	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB857095	04/01/2023	04/01/2024	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	ECC6004000298-2023A	09/12/2023	09/12/2024	☒ 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)

Workers Comp 3A State: NH, MA, VT, ME & VT. Supplemental Names: Manchester Mental Health Foundations, Inc., Amoskeag Residences Inc., Bedford Counseling Associates, Family 411, Mindful Wellness, North End Counseling, InShape. The Certificate is issued for insured operations usual to Mental Health Services.

CERTIFICATE HOLDER DHHS 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



**The Mental Health Center
of Greater Manchester**

MISSION

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

VISION

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

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

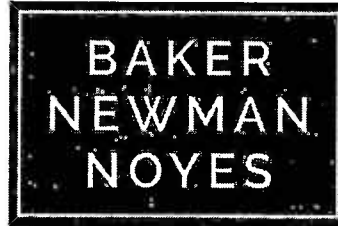
We offer hope and recovery through individualized, quality behavioral health services.

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

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

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

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



Manchester Mental Health Foundation, Inc. and Affiliates

**Audited Consolidated Financial Statements
and Supplementary Information**

*Years Ended June 30, 2022 and 2021
With Independent Auditors' Report*

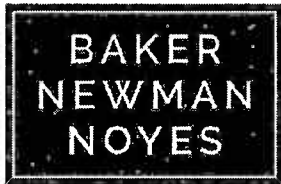
MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

Years Ended June 30, 2022 and 2021

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 (Year Ended June 30, 2022)	7
Consolidated Statement of Functional Expenses (Year Ended June 30, 2021)	9
Consolidated Statements of Cash Flows	11
Notes to Consolidated Financial Statements	12
Supplementary Information:	
<u>2022</u>	
Consolidating Statement of Financial Position	31
Consolidating Statement of Activities and Changes in Net Assets	33
Analysis of BBH Revenues, Receipts and Receivables	35
Statement of Functional Public Support and Revenues	36
<u>2021</u>	
Consolidating Statement of Financial Position	38
Consolidating Statement of Activities and Changes in Net Assets	40
Analysis of BBH Revenues, Receipts and Receivables	42
Statement of Functional Public Support and Revenues	43



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

INDEPENDENT AUDITORS' REPORT

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

Opinion

We have audited the consolidated financial statements of Manchester Mental Health Foundation, Inc. and Affiliates (the Organization), which comprise the consolidated statements of financial position as of June 30, 2022 and 2021, the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Organization as of June 30, 2022 and 2021, and the results of their operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a period of one year after the date that the financial statements are issued or available to be issued.

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

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Baku Newman & Noyes LLC

Manchester, New Hampshire
November 8, 2022

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

June 30, 2022 and 2021

ASSETS

	<u>2022</u>	<u>2021</u>
Current assets:		
Cash and cash equivalents	\$10,840,998	\$14,209,783
Restricted cash	137,480	120,368
Patient accounts receivable	1,187,922	849,013
Other accounts receivable	1,607,384	1,624,794
Investments – short-term	258,632	258,513
Prepaid expenses	<u>304,071</u>	<u>531,562</u>
Total current assets	14,336,487	17,594,033
Investments – long-term	7,275,866	5,018,804
Assets whose use is limited or restricted	467,465	490,221
Property and equipment, net of accumulated depreciation	14,509,334	14,574,686
 Total assets	 <u>\$36,589,152</u>	 <u>\$37,677,744</u>

LIABILITIES AND NET ASSETS

	<u>2022</u>	<u>2021</u>
Current liabilities:		
Accounts payable	\$ 334,496	\$ 306,072
Accrued payroll, vacation and other accruals	3,255,311	4,707,221
Deferred revenue	82,073	91,157
Current portion of long-term debt	246,442	219,207
Amounts held for patients and other deposits	<u>21,571</u>	<u>22,151</u>
Total current liabilities	3,939,893	5,345,808
Extended illness leave obligation	446,234	489,022
Post-retirement benefit obligation	63,525	58,514
Long-term debt, less current maturities and unamortized debt issuance costs	<u>6,457,883</u>	<u>11,093,409</u>
Total liabilities	10,907,535	16,986,753
Net assets:		
Without donor restrictions	25,214,152	20,200,770
With donor restrictions	<u>467,465</u>	<u>490,221</u>
Total net assets	<u>25,681,617</u>	<u>20,690,991</u>
Total liabilities and net assets	<u>\$36,589,152</u>	<u>\$37,677,744</u>

See accompanying notes.

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

Years Ended June 30, 2022 and 2021

	Year Ended June 30, 2022			Year Ended June 30, 2021		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
Revenues and other support:						
Program service fees	\$30,930,838	\$ —	\$30,930,838	\$28,930,106	\$ —	\$28,930,106
Fees and grants from government agencies	9,655,292	—	9,655,292	6,388,792	—	6,388,792
Program rental income	317,956	—	317,956	337,996	—	337,996
Interest income	37,024	—	37,024	25,328	—	25,328
Other income	6,066,534	—	6,066,534	7,502,251	—	7,502,251
Total revenues and other support	47,007,644	—	47,007,644	43,184,473	—	43,184,473
Operating expenses:						
Program services:						
Children and adolescents	6,508,139	—	6,508,139	5,834,861	—	5,834,861
Emergency services	1,439,486	—	1,439,486	2,885,744	—	2,885,744
Vocational services	736,943	—	736,943	686,963	—	686,963
Noneligibles	1,713,385	—	1,713,385	1,721,439	—	1,721,439
Multiservice team	10,964,311	—	10,964,311	10,188,358	—	10,188,358
ACT team	4,544,419	—	4,544,419	4,391,943	—	4,391,943
Crisis unit	7,761,365	—	7,761,365	6,305,765	—	6,305,765
Community residences and support living	1,727,509	—	1,727,509	1,476,769	—	1,476,769
HUD residences	160,369	—	160,369	139,905	—	139,905
Housing bridge program	531,045	—	531,045	485,130	—	485,130
Other	4,363,313	—	4,363,313	2,446,068	—	2,446,068
Total program services	40,450,284	—	40,450,284	36,562,945	—	36,562,945
Support services:						
Management and general	4,721,725	—	4,721,725	3,652,098	—	3,652,098
Operating property	633,221	—	633,221	589,935	—	589,935
Interest expense	253,531	—	253,531	373,498	—	373,498
Total operating expenses	46,058,761	—	46,058,761	41,178,476	—	41,178,476
Income from operations	948,883	—	948,883	2,005,997	—	2,005,997

	Year Ended June 30, 2022			Year Ended June 30, 2021		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
Income from operations	\$ 948,883	\$ —	\$ 948,883	\$ 2,005,997	—	2,005,997
Nonoperating revenue (expenses):						
PPP loan forgiveness	4,442,424	—	4,442,424	—	—	—
Commercial rental income	397,385	—	397,385	402,911	—	402,911
Rental property expense	(299,300)	—	(299,300)	(306,716)	—	(306,716)
Contributions	334,077	11,707	345,784	293,043	7,070	300,113
Net investment gain (loss)	(783,455)	(32,240)	(815,695)	1,121,768	83,513	1,205,281
Dues	(5,040)	—	(5,040)	(5,040)	—	(5,040)
Donations to charitable organizations	—	(2,223)	(2,223)	—	(41,957)	(41,957)
Miscellaneous expenses	(21,592)	—	(21,592)	(3,536)	—	(3,536)
Nonoperating revenue (expenses), net	<u>4,064,499</u>	<u>(22,756)</u>	<u>4,041,743</u>	<u>1,502,430</u>	<u>48,626</u>	<u>1,551,056</u>
Excess of revenues over expenses	<u>5,013,382</u>	<u>(22,756)</u>	<u>4,990,626</u>	<u>3,508,427</u>	<u>48,626</u>	<u>3,557,053</u>
Increase (decrease) in net assets	5,013,382	(22,756)	4,990,626	3,508,427	48,626	3,557,053
Net assets at beginning of year	<u>20,200,770</u>	<u>490,221</u>	<u>20,690,991</u>	<u>16,692,343</u>	<u>441,595</u>	<u>17,133,938</u>
Net assets at end of year	<u>\$25,214,152</u>	<u>\$467,465</u>	<u>\$25,681,617</u>	<u>\$20,200,770</u>	<u>\$490,221</u>	<u>\$20,690,991</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2022

	Total Agency	Admin- istration	Total Center Programs	Child/ Adolescents	Emer- gency Services	Voca- tional Services	Non- Eligibles	Multi Service Team	ACT Team	Mental Health Crisis Unit
Personnel costs:										
Salary and wages	\$29,632,593	\$ 2,957,479	\$26,639,119	\$4,617,002	\$1,105,984	\$ 452,227	\$1,230,946	\$ 7,392,286	\$3,045,411	\$4,794,378
Employee benefits	6,997,001	822,261	6,166,881	1,062,906	237,408	106,865	205,470	1,749,177	731,629	1,165,207
Payroll taxes	2,177,129	214,861	1,959,515	342,799	78,381	34,267	92,591	533,142	220,301	358,831
	<u>38,806,723</u>	<u>3,994,601</u>	<u>34,765,515</u>	<u>6,022,707</u>	<u>1,421,773</u>	<u>593,359</u>	<u>1,529,007</u>	<u>9,674,605</u>	<u>3,997,341</u>	<u>6,318,416</u>
Professional fees:										
Client evaluation/services	238,309	76,296	162,013	(3,824)	—	1,027	(1,777)	2,164	2,154	12,683
Audit fees	92,664	8,849	83,815	14,956	—	1,955	5,690	23,676	11,936	18,533
Legal fees	33,101	1,725	31,376	3,065	—	723	1,109	14,066	3,221	3,612
Other professional fees/consultants	173,259	29,225	86,083	10,929	—	1,455	4,074	16,060	8,228	12,899
Staff development and training:										
Journals and publications	17,801	1,413	16,388	1,781	—	181	527	2,292	1,106	1,939
In-service training	(772)	—	(772)	—	—	—	(259)	(495)	—	(18)
Conferences/conventions	117,810	19,494	98,316	8,901	(43)	(2,526)	4,675	16,683	7,639	14,170
Other staff development	287,088	34,349	252,739	21,522	8,305	13,599	2,643	48,853	10,316	130,552
Occupancy costs:										
Rent	6,169	6,169	—	—	—	—	—	—	—	—
Heating costs	14,466	—	9,663	—	—	—	—	—	—	—
Other utilities	366,363	8,392	206,231	46	—	7,148	27	36,781	26,850	88,797
Maintenance and repairs	877,434	23,167	500,118	9,516	75	17,339	5,325	95,409	36,220	230,631
Other occupancy costs	225,386	1,444	43,861	637	—	2,601	375	13,633	5,290	13,140
Rent subsidies	390,003	—	390,003	—	—	—	—	—	—	—
Consumable supplies:										
Office	208,659	61,038	147,584	14,254	338	6,453	6,383	45,993	17,388	30,874
Building/household	52,018	1,082	44,244	13	107	130	5	682	272	41,522
Educational/training	498,602	3,563	495,039	20,620	(3,792)	(377)	10,925	243,820	20,332	157,760
Food	107,631	132	79,149	135	—	—	—	49	4	71,762
Medical	268,439	1,726	266,713	1,323	2,343	188	802	37,684	1,086	75,803
Other consumable supplies	1,117,459	241,584	875,875	149,196	—	22,473	54,522	232,616	113,096	179,650
Depreciation - equipment	322,520	33,742	288,778	47,897	712	9,224	17,227	78,901	37,161	74,184
Depreciation - building	519,083	12,083	224,510	5,806	37	11,504	3,339	63,514	23,253	82,243
Equipment maintenance	37,506	3,166	34,340	4,191	—	828	3,433	7,821	2,988	11,897
Advertising	139,904	16,600	123,304	19,613	—	2,544	8,764	30,914	15,530	25,135
Printing	23,588	9,350	14,238	3,705	—	170	1,524	2,136	539	2,470
Telephone/communication	522,638	39,764	482,874	64,318	3,526	28,911	35,392	159,158	79,564	80,555
Postage and shipping	49,799	29,181	20,618	2,875	—	385	1,094	4,596	2,313	7,850
Transportation:										
Staff	203,871	2,389	201,290	35,188	6,144	11,273	6	35,496	81,674	9,283
Clients	6,018	—	6,018	—	—	—	—	—	—	4,551
Insurance:—										
Malpractice and bonding	100,341	9,458	89,575	15,984	—	2,090	6,081	25,303	12,756	19,807
Vehicles	8,997	859	8,138	1,452	—	190	552	2,299	1,158	1,799
Comprehensive property/liability	156,810	14,574	138,036	24,631	—	3,220	9,370	38,992	19,656	30,522
Membership dues	57,184	4,185	47,959	6,702	(39)	876	2,550	10,610	5,348	8,344
Interest expense	253,531	—	—	—	—	—	—	—	—	—
Other expenditures	86,514	2,636	79,501	3,958	(113)	521	1,514	6,282	3,141	5,714
Total expenditures	<u>46,386,916</u>	<u>4,692,236</u>	<u>40,313,132</u>	<u>6,512,097</u>	<u>1,439,373</u>	<u>737,464</u>	<u>1,714,899</u>	<u>10,970,593</u>	<u>4,547,560</u>	<u>7,767,079</u>
Administration allocation	—	(4,705,061)	4,705,061	766,573	164,131	85,673	207,932	1,316,721	530,297	918,097
Total expenses	<u>\$46,386,916</u>	<u>\$ (12,825)</u>	<u>\$45,018,193</u>	<u>\$7,278,670</u>	<u>\$1,603,504</u>	<u>\$ 823,137</u>	<u>\$1,922,831</u>	<u>\$12,287,314</u>	<u>\$5,077,857</u>	<u>\$8,685,176</u>

	Center Com- munity Residence	Support- ive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Operating Property	Rental Property	Amoskeag Admin- istration	Program Related	Foundation Admin- istration
Personnel costs:										
Salary and wages	\$ 313,711	\$ 777,054	\$ 41,918	\$2,753,289	\$ 114,913	-	\$ -	\$ 18,840	\$ 17,155	\$ -
Employee benefits	80,641	172,929	9,741	634,677	10,231	-	-	7,859	-	-
Payroll taxes	23,374	58,378	3,161	205,395	8,895	-	-	2,753	-	-
	<u>417,726</u>	<u>1,008,361</u>	<u>54,820</u>	<u>3,593,361</u>	<u>134,039</u>	<u>-</u>	<u>-</u>	<u>29,452</u>	<u>17,155</u>	<u>-</u>
Professional fees:										
Client evaluation/services	-	-	24	149,562	-	-	-	-	-	-
Audit fees	1,029	3,169	371	2,500	-	-	-	-	-	-
Legal fees	3,418	1,593	80	489	-	-	-	-	-	-
Other professional fees/consultants	692	2,825	273	28,648	-	39,350	18,601	-	-	-
Staff development and training:										
Journals and publications	95	865	34	7,568	-	-	-	-	-	-
In-service training	-	-	-	-	-	-	-	-	-	-
Conferences/conventions	235	(114)	810	46,607	1,279	-	-	-	-	-
Other staff development	4,822	389	40	11,698	-	-	-	-	-	-
Occupancy costs:										
Rent	-	-	-	-	-	-	-	-	-	-
Heating costs	-	9,663	-	-	-	-	-	-	4,803	-
Other utilities	-	41,711	382	4,489	-	96,051	45,400	-	10,289	-
Maintenance and repairs	277	84,806	957	19,563	-	198,455	93,803	-	61,891	-
Other occupancy costs	262	5,549	139	2,235	-	119,323	56,400	-	4,358	-
Rent subsidies	-	-	-	-	390,003	-	-	-	-	-
Consumable supplies:										
Office	440	9,871	517	14,747	326	-	-	37	-	-
Building/household	1	932	7	371	202	-	-	-	6,692	-
Educational/training	694	2,515	(174)	42,708	8	-	-	-	-	-
Food	-	4,580	-	2,619	-	-	-	-	28,350	-
Medical	91	280	34	147,079	-	-	-	-	-	-
Other consumable supplies	9,666	30,416	3,484	76,684	4,072	-	-	-	-	-
Depreciation - equipment	3,109	11,236	1,554	7,573	-	-	-	-	-	-
Depreciation - building	-	30,287	4,319	208	-	179,160	84,683	-	18,647	-
Equipment maintenance	169	1,506	88	1,419	-	-	-	-	-	-
Advertising	1,338	4,123	482	14,861	-	-	-	-	-	-
Printing	125	80	13	3,476	-	-	-	-	-	-
Telephone/communication	1,088	9,184	1,329	19,164	685	-	-	-	-	-
Postage and shipping	198	609	72	626	-	-	-	-	-	-
Transportation:										
Staff	1,232	1,707	-	18,856	431	-	-	-	192	-
Clients	-	969	-	498	-	-	-	-	-	-
Insurance:-										
Malpractice and bonding	1,099	3,388	396	2,671	-	-	-	-	1,308	-
Vehicles	100	308	36	244	-	-	-	-	-	-
Comprehensive property/liability	1,694	5,219	610	4,122	-	-	-	-	4,200	-
Membership dues	461	1,421	4,345	7,341	-	-	-	-	-	5,040
Interest expense	-	-	-	-	-	251,875	-	-	1,656	-
Other expenditures	492	1,708	98	56,186	-	-	-	-	841	3,536
Total expenditures	<u>450,553</u>	<u>1,279,156</u>	<u>75,140</u>	<u>4,288,173</u>	<u>531,045</u>	<u>884,214</u>	<u>298,887</u>	<u>29,489</u>	<u>160,382</u>	<u>8,576</u>
Administration allocation	<u>51,635</u>	<u>146,860</u>	<u>9,012</u>	<u>451,657</u>	<u>56,473</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenses	<u>\$ 502,188</u>	<u>\$ 1,426,016</u>	<u>\$ 84,152</u>	<u>\$ 4,739,830</u>	<u>\$ 587,518</u>	<u>\$ 884,214</u>	<u>\$ 298,887</u>	<u>\$ 29,489</u>	<u>\$ 160,382</u>	<u>\$ 8,576</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2021

									Mental Health	
	Total Agency	Admin- istration	Total Center Programs	Child/ Adolescents	Emer- gency Services	Voca- tional Services	Non- Eligibles	Multi Service Team	ACT Team	Crisis Unit
Personnel costs:										
Salary and wages	\$26,341,843	\$ 2,262,815	\$24,043,033	\$4,068,523	\$1,975,312	\$ 397,322	\$1,216,067	\$ 6,866,994	\$2,915,396	\$3,987,676
Employee benefits	6,547,426	730,361	5,809,206	1,043,623	471,359	102,241	217,253	1,660,254	749,446	947,223
Payroll taxes	1,947,192	160,804	1,783,634	300,819	148,110	31,131	91,774	495,283	216,111	314,815
	<u>34,836,461</u>	<u>3,153,980</u>	<u>31,635,873</u>	<u>5,412,965</u>	<u>2,594,781</u>	<u>530,694</u>	<u>1,525,094</u>	<u>9,022,531</u>	<u>3,880,953</u>	<u>5,249,714</u>
Professional fees:										
Client evaluation/services	83,425	62,041	21,384	(5,292)	—	2,239	28,658	11,279	4,618	4,057
Audit fees	89,442	8,542	80,900	14,436	6,189	1,887	5,492	22,852	11,520	11,699
Legal fees	19,247	1,388	17,859	2,295	984	829	873	6,707	3,214	1,860
Other professional fees/consultants	103,339	10,241	53,248	10,868	5,056	1,422	4,055	14,456	7,458	6,755
Staff development and training:										
Journals and publications	13,980	1,123	12,857	1,645	536	163	475	1,977	996	1,273
Conferences/conventions	55,395	3,990	51,405	9,805	5,331	357	1,426	14,783	7,553	5,399
Other staff development	204,973	9,405	195,568	11,553	31,340	29,717	372	35,595	7,335	57,241
Occupancy costs:										
Rent	9,600	9,600	—	—	—	—	—	—	—	—
Heating costs	13,333	—	8,073	—	—	—	—	—	—	—
Other utilities	395,067	10,563	210,010	—	28,547	6,870	—	35,335	23,436	76,633
Maintenance and repairs	778,805	18,093	478,303	7,098	35,312	19,876	3,977	109,154	41,118	172,337
Other occupancy costs	239,235	40	48,260	—	109	654	—	3,361	1,329	37,039
Rent subsidies	306,580	—	306,580	—	—	—	—	—	—	—
Consumable supplies:										
Office	200,932	66,201	134,731	14,624	10,847	4,052	11,061	40,276	13,161	19,891
Building/household	78,966	2,210	66,432	1,104	4,494	882	420	5,544	2,382	45,402
Educational/training	623,514	7,656	615,858	21,224	7,963	218	13,841	223,392	39,398	143,588
Food	103,604	98	77,937	2	—	—	—	—	9	73,286
Medical	73,854	1,713	72,141	1,524	653	148	223	9,161	1,586	57,355
Other consumable supplies	876,189	139,331	736,858	130,119	58,148	16,961	49,006	204,446	102,532	104,977
Depreciation - equipment	238,996	21,818	217,178	36,385	16,448	7,700	12,634	59,203	27,647	39,151
Depreciation - building	518,845	12,295	222,855	5,806	10,574	11,516	3,339	63,570	23,275	73,429
Equipment maintenance	19,696	1,616	18,080	3,840	1,013	362	2,250	4,762	2,024	1,914
Advertising	85,407	7,303	78,104	12,604	5,537	1,635	5,759	19,822	9,959	11,089
Printing	14,111	826	13,285	1,654	1,078	63	1,136	1,350	348	1,402
Telephone/communication	479,655	31,983	447,672	57,179	26,779	30,003	29,696	159,863	72,194	47,645
Postage and shipping	54,814	23,529	31,285	4,269	3,580	558	1,624	6,758	3,406	8,420
Transportation:										
Staff	155,564	1,176	153,851	26,509	7,174	11,261	—	28,781	62,454	4,585
Clients	5,067	—	5,067	—	—	—	—	—	—	3,537
Insurance:—										
Malpractice and bonding	111,688	17,773	92,605	16,525	7,085	2,160	6,286	26,159	13,188	13,392
Vehicles	8,756	836	7,920	1,413	606	185	538	2,237	1,128	1,145
Comprehensive property/liability	148,459	13,733	130,526	23,209	9,951	3,034	8,829	36,741	18,522	18,809
Membership dues	53,661	4,131	44,490	6,982	2,994	913	2,656	11,053	5,572	5,808
Interest expense	373,498	4,192	40,557	7,085	3,038	1,029	2,695	11,747	5,865	5,742
Other expenditures	161,567	(20,589)	135,845	4,516	2,635	604	1,719	7,210	3,628	6,933
Total expenditures	<u>41,535,725</u>	<u>3,626,837</u>	<u>36,463,597</u>	<u>5,841,946</u>	<u>2,888,782</u>	<u>687,992</u>	<u>1,724,134</u>	<u>10,200,105</u>	<u>4,397,808</u>	<u>6,311,507</u>
Administration allocation	—	(3,626,837)	3,626,837	595,154	311,715	76,445	190,330	1,051,730	465,334	668,470
Total expenses	<u>\$41,535,725</u>	<u>\$ —</u>	<u>\$40,090,434</u>	<u>\$6,437,100</u>	<u>\$3,200,497</u>	<u>\$ 764,437</u>	<u>\$1,914,464</u>	<u>\$11,251,835</u>	<u>\$4,863,142</u>	<u>\$6,979,977</u>

	Center Com- munity Residence	Support- ive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Operating Property	Rental Property	Amoskeag Admin- istration	Program Related	Foundation Admin- istration
Personnel costs:										
Salary and wages	\$ 273,159	\$ 596,108	\$ 43,805	\$1,575,146	\$ 127,525	\$ -	\$ -	\$ 18,840	\$ 17,155	\$ -
Employee benefits	82,694	175,196	10,319	330,119	19,479	-	-	7,859	-	-
Payroll taxes	21,464	48,098	3,263	104,424	8,342	-	-	2,754	-	-
	<u>377,317</u>	<u>819,402</u>	<u>57,387</u>	<u>2,009,689</u>	<u>155,346</u>	<u>-</u>	<u>-</u>	<u>29,453</u>	<u>17,155</u>	<u>-</u>
Professional fees:										
Client evaluation/services	-	-	89	(24,264)	-	-	-	-	-	-
Audit fees	993	3,059	358	2,415	-	-	-	-	-	-
Legal fees	158	486	69	384	-	-	-	-	-	-
Other professional fees/consultants	611	1,893	265	409	-	26,219	13,631	-	-	-
Staff development and training:										
Journals and publications	86	837	706	4,163	-	-	-	-	-	-
Conferences/conventions	387	2,520	35	3,809	-	-	-	-	-	-
Other staff development	6,853	6,474	51	9,037	-	-	-	-	-	-
Occupancy costs:										
Rent	-	-	-	-	-	-	-	-	-	-
Heating costs	-	8,073	-	-	-	-	-	-	-	-
Other utilities	-	33,111	368	5,710	-	108,057	56,181	-	5,260	-
Maintenance and repairs	165	77,319	1,070	10,718	159	159,731	83,047	-	10,256	-
Other occupancy costs	95	5,617	35	21	-	122,337	63,605	-	39,631	-
Rent subsidies	-	-	-	-	306,580	-	-	-	4,993	-
Consumable supplies:										
Office	1,115	3,546	266	14,643	1,249	-	-	-	-	-
Building/household	162	4,986	67	989	-	-	-	-	-	-
Educational/training	1,043	3,432	453	148,050	13,256	-	-	-	10,324	-
Food	-	4,580	-	39	21	-	-	-	-	-
Medical	29	84	60	1,318	-	-	-	-	25,569	-
Other consumable supplies	9,016	28,751	3,179	24,632	5,091	-	-	-	-	-
Depreciation - equipment	2,385	8,978	1,062	5,585	-	-	-	-	-	-
Depreciation - building	-	26,782	4,351	213	-	173,591	90,252	-	19,852	-
Equipment maintenance	162	501	60	1,192	-	-	-	-	-	-
Advertising	858	2,643	310	7,888	-	-	-	-	-	-
Printing	28	87	11	6,117	11	-	-	-	-	-
Telephone/communication	1,002	8,396	1,223	12,620	1,072	-	-	-	-	-
Postage and shipping	294	905	106	1,340	25	-	-	-	-	-
Transportation:										
Staff	1,014	1,954	-	9,251	868	-	-	-	537	-
Clients	-	1,257	-	273	-	-	-	-	-	-
Insurance:										
Malpractice and bonding	1,136	3,501	409	2,764	-	-	-	-	1,310	-
Vehicles	97	299	35	237	-	-	-	-	-	-
Comprehensive property/liability	1,596	4,918	575	3,883	459	-	-	-	4,200	-
Membership dues	480	1,630	4,153	2,249	-	-	-	-	-	5,040
Interest expense	487	1,502	181	1,186	-	326,666	-	-	2,083	-
Other expenditures	308	3,358	112	103,829	993	-	-	-	818	45,493
Total expenditures	<u>407,877</u>	<u>1,070,881</u>	<u>77,046</u>	<u>2,370,389</u>	<u>485,130</u>	<u>916,601</u>	<u>306,716</u>	<u>29,453</u>	<u>141,988</u>	<u>50,533</u>
Administration allocation	<u>48,440</u>	<u>108,569</u>	<u>7,959</u>	<u>86,987</u>	<u>15,704</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total program expenses	<u>\$ 456,317</u>	<u>\$1,179,450</u>	<u>\$ 85,005</u>	<u>\$2,457,376</u>	<u>\$ 500,834</u>	<u>\$ 916,601</u>	<u>\$ 306,716</u>	<u>\$ 29,453</u>	<u>\$ 141,988</u>	<u>\$ 50,533</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities:		
Change in net assets	\$ 4,990,626	\$ 3,557,053
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	841,603	757,841
Amortization of debt issuance costs	10,461	10,461
Restricted contributions	(11,707)	(7,070)
Net realized and unrealized losses (gains) on investments	1,021,958	(1,095,838)
Gain on forgiveness of PPP loan	(4,442,424)	-
Change in operating assets and liabilities:		
Patient accounts receivable	(338,909)	1,172,594
Other accounts receivable	17,410	791,233
Prepaid expenses	227,491	25,918
Accounts payable	28,424	119,628
Accrued payroll, vacation and other accruals	(1,399,486)	342,481
Deferred revenue	(9,084)	(54,822)
Amounts held for patients and other deposits	(580)	(651)
Postretirement benefit obligation	5,011	(12,479)
Extended illness leave	(42,788)	4,737
Net cash provided by operating activities	898,006	5,611,086
Cash flows from investing activities:		
Purchases of property and equipment	(776,251)	(572,116)
Change in assets whose use is limited or restricted	22,756	(48,626)
Proceeds from sale of investments	1,486,501	2,015,905
Purchases of investments	(4,765,640)	(2,066,949)
Net cash used by investing activities	(4,032,634)	(671,786)
Cash flows from financing activities:		
Restricted contributions	11,707	7,070
Proceeds from issuance of long-term debt	17,253	-
Payments on long-term debt	(246,005)	(234,990)
Net cash used by financing activities	(217,045)	(227,920)
Net change in cash, restricted cash and cash equivalents	(3,351,673)	4,711,380
Cash, cash equivalents and restricted cash at beginning of year	14,330,151	9,618,771
Cash, cash equivalents and restricted cash at end of year	<u>\$10,978,478</u>	<u>\$14,330,151</u>
Supplemental disclosures:		
Interest paid	<u>\$ 296,348</u>	<u>\$ 357,832</u>

See accompanying notes.

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

Years Ended June 30, 2022 and 2021

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 had two additional affiliates, MMH Realty Corporation (Realty) and Manchester Mental Health Ventures Corporation (Ventures), both of which were formally dissolved during the year ended June 30, 2021.

In July 2017, the Center acquired commercial real estate in Manchester, New Hampshire that it previously leased a portion of. As of June 30, 2022, the Center occupies approximately _____ square feet of the approximately 65,000 square feet in the building (the Center occupied 43,000 square feet as of June 30, 2021). The remaining square footage is leased to unrelated third parties.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements include the accounts of the Foundation, the 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 consolidated 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 consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

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 consolidated financial statements and has no material liability for unrecognized tax benefits.

Cash, Cash Equivalents and Restricted Cash

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 consists of cash received by the Organization for 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 consolidated 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 consolidated statement of cash flows.

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

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$10,840,998	\$14,209,783
Restricted cash	<u>137,480</u>	<u>120,368</u>
Total cash, cash equivalents and restricted cash	<u>\$10,978,478</u>	<u>\$14,330,151</u>

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

Years Ended June 30, 2022 and 2021

1. Summary of Significant Accounting Policies (Continued)**Patient Accounts 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. 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 and Construction Commitments

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. At June 30, 2022, the Organization has outstanding construction commitments totaling approximately \$3,226,495 to expand an existing facility. Construction of this facility commenced in June 2022 and is expected to be completed in May 2023. A construction loan has been entered into to finance this project. See note 9.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

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

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.

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.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

1. Summary of Significant Accounting Policies (Continued)

Rental Income

Rental income from operating leases leased by third parties is recognized over time on a straight-line basis in nonoperating revenue (expenses) 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.

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 consolidated 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.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

1. Summary of Significant Accounting Policies (Continued)

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 consolidated 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 consolidated 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 and 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.

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, 2022.

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

Years Ended June 30, 2022 and 2021

1. Summary of Significant Accounting Policies (Continued)**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 \$754,330 and \$709,932 for the years ended June 30, 2022 and 2021, 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 \$64,478 and \$45,395 during the years ended June 30, 2022 and 2021, respectively. The Center expects to make employer contributions totaling \$112,000 for the fiscal year ending June 30, 2023. Liabilities recognized are based on a third party actuarial analysis.

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

	<u>2022</u>	<u>2021</u>
Statement of financial position liability at beginning of year	\$(489,022)	\$(484,285)
Net actuarial gain arising during the year	17,759	4,974
Increase from current year service and interest cost	(64,478)	(50,465)
Contribution made during the year	<u>89,507</u>	<u>40,754</u>
Statement of financial position liability at end of year	<u>\$(446,234)</u>	<u>\$(489,022)</u>

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 \$833 and \$3,434 during the years ended June 30, 2022 and 2021, respectively. The Center expects to make employer contributions totaling \$12,100 for the fiscal year ending June 30, 2023.

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

Years Ended June 30, 2022 and 2021

1. Summary of Significant Accounting Policies (Continued)

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

	<u>2022</u>	<u>2021</u>
Statement of financial position liability at beginning of year	\$ (58,514)	\$ (70,993)
Net actuarial (loss) gain arising during the year	(17,706)	312
Increase from current year service and interest cost	(1,531)	(1,406)
Contributions made during the year	<u>14,226</u>	<u>13,573</u>
Statement of financial position liability at end of year	<u>\$ (63,525)</u>	<u>\$ (58,514)</u>

Malpractice Loss Contingencies

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

Recent Accounting Pronouncements

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 was effective for the Organization for transactions in which they serve as the resource recipient beginning July 1, 2021. The adoption of this ASU did not have a significant impact on the consolidated financial statements.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

1. Summary of Significant Accounting Policies (Continued)

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 consolidated 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 consolidated 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 pandemic has significantly affected employees, patients, systems, communities and business operations, as well as the U.S. economy and certain business segments. In addition, COVID-19 could adversely affect the Organization's financial condition and results of operations if additional restrictions are put in place that limit the Organization's ability to provide in-person services. At the date of these consolidated 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 *Coronavirus Aid, Relief, and Economic Security Act* (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 and 2021, the Organization determined that it did not qualify to retain the funds and has recorded the full amount of the Provider Relief Funds received within accrued payroll, vacation and other accruals on the accompanying 2021 consolidated statements of financial position. The Organization repaid the funds in December 2021.

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

Years Ended June 30, 2022 and 2021

1. Summary of Significant Accounting Policies (Continued)

During 2020 and 2021, 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 was effective for the period of July 1, 2019 through June 30, 2021, and is thereafter reinstated in the year ended June 30, 2022 with corresponding estimates by management of the ultimate settlements reflected in the June 30, 2022 consolidated financial statements.

Subsequent Events

Events occurring after the consolidated statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated subsequent events through November 8, 2022 which is the date the consolidated 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 78% and 77% of program service fee revenue is from participation in the state and managed care organization sponsored Medicaid programs for the years ended June 30, 2022 and 2021, respectively. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

3. Patient Accounts and Other Receivables

Patient accounts receivable consists of the following at June 30:

	<u>2022</u>	<u>2021</u>
Due from clients	\$ 117,302	\$191,284
Managed Medicaid	172,440	226,030
Medicaid receivable	276,112	269,081
Medicare receivable	76,042	71,902
Other insurance	<u>546,026</u>	<u>90,716</u>
	<u>\$1,187,922</u>	<u>\$849,013</u>

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

Years Ended June 30, 2022 and 2021

3. Patient Accounts and Other Receivables (Continued)

Other accounts receivable consists of the following at June 30:

	<u>2022</u>	<u>2021</u>
State and federal grants receivable	\$1,044,868	\$ 903,799
Amounts due from third-party payors	264,062	393,170
Amounts due from other not-for-profit organizations	<u>298,454</u>	<u>327,825</u>
	<u>\$1,607,384</u>	<u>\$1,624,794</u>

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

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

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$1,736,037	\$ 21,683
Certificate of deposit	258,632	258,513
Fixed income securities	764,002	777,653
Mutual funds	4,424,204	4,219,468
Marketable alternative investments measured at net asset values	<u>351,623</u>	<u>—</u>
	<u>\$7,534,498</u>	<u>\$5,277,317</u>

Assets Whose Use is Limited or Restricted

The composition of assets whose use is limited or restricted, stated at fair value, is as follows at June 30:

	<u>2022</u>	<u>2021</u>
Donor restricted:		
Cash and cash equivalents	\$115,565	\$ 2,118
Fixed income securities	50,858	75,959
Common stock and mutual funds	<u>301,042</u>	<u>412,144</u>
	<u>\$467,465</u>	<u>\$490,221</u>

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

Years Ended June 30, 2022 and 2021

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

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

	<u>2022</u>	<u>2021</u>
Interest and dividend income:		
Without donor restrictions	\$ 230,343	\$ 125,706
With donor restrictions	9,479	9,359
Investment fees:		
Without donor restrictions	(32,216)	(23,846)
With donor restrictions	(1,326)	(1,776)
Net realized gains:		
Without donor restrictions	62,118	238,539
With donor restrictions	2,556	17,759
Net unrealized gains (losses):		
Without donor restrictions	(1,043,700)	781,369
With donor restrictions	<u>(42,949)</u>	<u>58,171</u>
	<u>\$ (815,695)</u>	<u>\$ 1,205,281</u>

5. Fair Value Measurements

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

5. Fair Value Measurements (Continued)

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, 2022 or 2021.

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.

Mutual funds

Mutual funds are valued based on the closing net asset value (NAV) 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.

Alternative Investments Measured at NAV

The Organization invests in certain alternative investments that may include limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the Organization values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified at net asset value.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

5. Fair Value Measurements (Continued)

Organization management is responsible for the fair value measurements of alternative investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the consolidated balance sheet dates are reasonable.

The following table presents by level, within the fair value hierarchy, the Foundation investments and assets limited as to use, as of June 30, 2022 and 2021. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

<u>Description</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2022</u>				
Cash and cash equivalents	\$1,766,104	\$ —	\$ —	\$1,766,104
Certificate of deposit	258,632	—	—	258,632
Fixed income:				
Corporate bonds	777,234	—	—	777,234
U.S. Government bonds	20,000	—	—	20,000
Mutual funds:				
Emerging markets equity	115,660	—	—	115,660
Global bond	102,547	—	—	102,547
Global equity – large cap	84,645	—	—	84,645
Intermediate/long-term high quality U.S.	152,739	—	—	152,739
Large cap foreign equity	427,190	—	—	427,190
Large cap U.S. blend equity	1,327,234	—	—	1,327,234
Large cap U.S. value equity	864,508	—	—	864,508
Market neutral	126,675	—	—	126,675
Sector	447,238	—	—	447,238
Short-term bond	284,909	—	—	284,909
Small cap U.S. value equity	268,971	—	—	268,971
Strategic income	252,994	—	—	252,994
Tactical	145,326	—	—	145,326
Ultrashort bond	<u>227,734</u>	<u>—</u>	<u>—</u>	<u>227,734</u>
	<u>\$7,650,340</u>	<u>\$ —</u>	<u>\$ —</u>	<u>7,650,340</u>
Marketable alternative investments measured at NAV				<u>351,623</u>
				<u>\$8,001,963</u>

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

Years Ended June 30, 2022 and 2021

5. Fair Value Measurements (Continued)

<u>Description</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2021</u>				
Cash and cash equivalents	\$ 23,801	\$ —	\$ —	\$ 23,801
Certificate of deposit	258,513	—	—	258,513
Fixed income:				
Corporate bonds	853,612	—	—	853,612
Mutual funds:				
Bank loans	107,836	—	—	107,836
Emerging markets bond	45,190	—	—	45,190
Emerging markets equity	220,707	—	—	220,707
Global bond	113,266	—	—	113,266
Intermediate/long-term high quality U.S.	119,332	—	—	119,332
Large cap foreign equity	733,604	—	—	733,604
Large cap U.S. blend equity	1,458,500	—	—	1,458,500
Large cap U.S. growth equity	265,710	—	—	265,710
Large cap U.S. value equity	301,451	—	—	301,451
Market neutral	79,489	—	—	79,489
Sector	455,658	—	—	455,658
Short-term bond	150,310	—	—	150,310
Small cap U.S. value equity	267,085	—	—	267,085
Strategic income	223,212	—	—	223,212
Tactical	90,262	—	—	90,262
	<u>\$5,767,538</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$5,767,538</u>

6. Property and Equipment

Property and equipment consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
Operating properties:		
Land	\$ 1,917,370	\$ 1,902,002
Buildings and improvements	14,526,184	14,237,690
Furniture and equipment	3,620,258	3,241,401
Construction in process	308,090	—
	20,371,902	19,381,093
Less accumulated depreciation	(8,744,398)	(7,968,036)
	11,627,504	11,413,057
Commercial rental properties:		
Land	233,658	249,026
Buildings and improvements	3,028,816	3,228,030
	3,262,474	3,477,056
Less accumulated depreciation	(380,644)	(315,427)
	2,881,830	3,161,629
	<u>\$14,509,334</u>	<u>\$14,574,686</u>

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

Years Ended June 30, 2022 and 2021

6. Property and Equipment (Continued)

Depreciation expense for the year ended June 30, 2022 was \$841,603 of which \$756,920 is reflected in operations and \$84,683 is reflected in nonoperating activity related to rental properties. Depreciation expense for the year ended June 30, 2021 was \$757,841 of which \$667,589 is reflected in operations and \$90,252 is reflected in nonoperating activity related to rental properties.

7. Deferred Revenue

Deferred revenue consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
TUFTS Senior Grant	\$ 55,304	\$ 55,000
Miscellaneous deferred revenue	604	13,785
Pearl Manor Seniors Initiative Grant	—	12,722
People With Disabilities First Aid Grant	—	9,650
YEP grant funds	<u>26,165</u>	<u>—</u>
	<u>\$ 82,073</u>	<u>\$ 91,157</u>

8. Line of Credit

As-of June 30, 2022 and 2021, 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, 2022 and 2021. The line is secured by all business assets of the Center and was not utilized as of June 30, 2022. These funds are available with interest charged at TD Bank, N.A. base rate (3.25% as of June 30, 2022). The line of credit is due on demand and is set to expire on April 30, 2024.

9. Long-Term Debt

On April 20, 2020, the Organization entered into a promissory note for an unsecured loan in the amount of \$4,390,000 through the Paycheck Protection Program (PPP) established by the 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 as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels for an eight-week period or a 24-week covered period, as defined. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the covered period. Certain modifications to PPP loan terms were signed into law in June 2020 and October 2020 that changed the forgiveness, covered period, deferral period and forgiveness periods. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19 and the resulting detrimental impact on the Organization's operations. The loan bore interest at 1.0%, with principal and interest payments deferred until the date the SBA remits forgiveness to the lender or ten months following the end of the covered period. After that, the loan and interest would be paid back over a period of two years, if the loan is not forgiven under the terms of the PPP.

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

Years Ended June 30, 2022 and 2021

9. Long-Term Debt (Continued)

On August 2, 2021, the Organization received approval for full forgiveness from the SBA. Upon receiving full forgiveness during the year ended June 30, 2022, the Organization recorded a gain on extinguishment of long-term debt for the full \$4,390,000 and forgiven accrued interest of \$52,424 for a total amount recognized of \$4,442,424.

On May 25, 2022, the Organization entered into a promissory note with the New Hampshire Housing Finance Authority (NHHFA). NHHFA provides for construction advances and will provide up to \$1,500,000 interest free for the use of construction and renovations of 323 Manchester Street in the City of Manchester, New Hampshire. If the Organization remains compliant with the note's requirements, the note will be extinguished in full after a term of thirty years. As of June 30, 2022, \$17,253 of the loan has been drawn against incurred construction costs to date.

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

	<u>2022</u>	<u>2021</u>
Bond payable to a bank, due July 2027, with interest only payments at 3.06% through February 2026. Fixed principal payments commence March 2026. Secured by specific real estate	\$5,760,000	\$ 5,760,000
Note payable to a bank, due March 2026, monthly principal payments of \$23,433, plus interest at a 4.4% interest rate per annum. Secured by specific real estate	937,289	1,170,293
Note payable to a bank, due July 2025, monthly principal and interest payments of \$1,221 at a 3.27% interest rate. Secured by specific real estate	42,959	55,960
Promissory note payable to NHHFA for construction and renovations, no monthly principal or interest payments	17,253	—
PPP loan	—	4,390,000
	<u>6,757,501</u>	<u>11,376,253</u>
Less current portion	(246,442)	(219,207)
Less unamortized debt issuance costs	<u>(53,176)</u>	<u>(63,637)</u>
	<u>\$6,457,883</u>	<u>\$11,093,409</u>

In connection with the line of credit, note payable and bond payable agreements, the Center is required to comply with certain restrictive financial covenants including, but not limited to, debt service coverage and days cash on hand ratios. At June 30, 2022, 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:	
2023	\$ 246,442
2024	246,892
2025	247,362
2026	314,484
2027	292,857
Thereafter	<u>5,409,464</u>
	<u>\$6,757,501</u>

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

Years Ended June 30, 2022 and 2021

9. Long-Term Debt (Continued)

Interest expense for the years ending June 30, 2022 and 2021 was \$253,531 and \$373,498, respectively. In accordance with ASU 2015-03, the amortization of debt issuance costs of \$10,461 is reflected in interest expense at June 30, 2022 and 2021. The remaining balance of \$243,070 and \$363,037, respectively, is interest related to the above debt for the years ended June 30, 2022 and 2021, 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, 2022 are as follows:

2023	\$40,187
2024	10,508
2025	<u>1,255</u>
	<u>\$51,950</u>

Rent expense incurred by the Center was \$93,751 and \$116,031 for the years ended June 30, 2022 and 2021, 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, 2022 are as follows:

2023	\$ 403,574
2024	313,872
2025	194,205
2026	141,626
2027	<u>41,010</u>
	<u>\$1,094,287</u>

Rental revenue related to these noncancelable operating leases was \$397,385 and \$402,911 for the years ended June 30, 2022 and 2021, respectively.

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

Years Ended June 30, 2022 and 2021

12. Concentrations of Credit Risk

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

	<u>2022</u>	<u>2021</u>
Due from clients	38%	39%
Managed Medicaid	11	10
Medicaid receivable	12	10
Medicare receivable	4	4
Other insurance	<u>35</u>	<u>37</u>
	<u>100%</u>	<u>100%</u>

13. Net Assets With Donor Restrictions

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

	<u>2022</u>	<u>2021</u>
Purpose restriction:		
Educational scholarships and program related activities	\$235,168	\$257,924
Perpetual in nature:		
Investments to be held in perpetuity, the income from which is restricted to support educational scholarships and program related activities	<u>232,297</u>	<u>232,297</u>
	<u>\$467,465</u>	<u>\$490,221</u>

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, 2022:

Financial assets at year end:	
Cash and cash equivalents	\$10,840,998
Patient accounts receivable	1,187,922
Other accounts receivable	1,607,384
Investments	<u>7,534,498</u>
Financial assets available to meet general expenditures within one year	<u>\$21,170,802</u>

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

Supplementary Information

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**

June 30, 2022

ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current assets:					
Cash and cash equivalents	\$10,743,578	\$ 46,235	\$ 44,849	\$ 6,336	\$10,840,998
Restricted cash	4,059	—	133,421	—	137,480
Patient accounts receivable	1,187,922	—	—	—	1,187,922
Other accounts receivable	1,606,473	(35)	946	—	1,607,384
Due from affiliate	194,390	—	—	(194,390)	—
Investments — short-term	258,632	—	—	—	258,632
Prepaid expenses	<u>302,767</u>	<u>—</u>	<u>1,304</u>	<u>—</u>	<u>304,071</u>
Total current assets	14,297,821	46,200	180,520	(188,054)	14,336,487
Investments — long-term	10,000	7,265,866	—	—	7,275,866
Assets whose use is limited or restricted	—	467,465	—	—	467,465
Property and equipment, net of accumulated depreciation	<u>14,365,512</u>	<u>—</u>	<u>143,822</u>	<u>—</u>	<u>14,509,334</u>
Total assets	<u>\$28,673,333</u>	<u>\$7,779,531</u>	<u>\$324,342</u>	<u>\$ (188,054)</u>	<u>\$36,589,152</u>

LIABILITIES AND NET ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current liabilities:					
Accounts payable	\$ 332,399	\$ —	\$ 2,097	\$ —	\$ 334,496
Accrued payroll, vacation and other accruals	3,252,015	710	2,586	—	3,255,311
Deferred revenue	82,073	—	—	—	82,073
Due to affiliate	—	188,054	—	(188,054)	—
Current portion of long-term debt	231,427	—	15,015	—	246,442
Amounts held for patients and other deposits	<u>19,344</u>	<u>—</u>	<u>2,227</u>	<u>—</u>	<u>21,571</u>
Total current liabilities	3,917,258	188,764	21,925	(188,054)	3,939,893
Extended illness leave, long term	446,234	—	—	—	446,234
Post-retirement benefit obligation	63,525	—	—	—	63,525
Long-term debt, less current maturities and unamortized debt issuance costs	<u>6,429,939</u>	<u>—</u>	<u>27,944</u>	<u>—</u>	<u>6,457,883</u>
Total liabilities	10,856,956	188,764	49,869	(188,054)	10,907,535
Net assets:					
Without donor restrictions	17,816,377	7,123,302	274,473	—	25,214,152
With donor restrictions	<u>—</u>	<u>467,465</u>	<u>—</u>	<u>—</u>	<u>467,465</u>
Total net assets	<u>17,816,377</u>	<u>7,590,767</u>	<u>274,473</u>	<u>—</u>	<u>25,681,617</u>
Total liabilities and net assets	<u>\$28,673,333</u>	<u>\$7,779,531</u>	<u>\$324,342</u>	<u>\$(188,054)</u>	<u>\$36,589,152</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS**

Year Ended June 30, 2022

	<u>Center</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Foundation</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>With</u> <u>Donor</u> <u>Restriction</u>	<u>Amoskeag</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Total</u>
Revenues and other support:					
Program service fees	\$30,930,838	\$ —	\$ —	\$ —	\$30,930,838
Fees and grants from government agencies	9,655,292	—	—	—	9,655,292
Program rental income	133,413	—	—	184,543	317,956
Interest income	37,024	—	—	—	37,024
Other income	<u>6,066,511</u>	<u>—</u>	<u>—</u>	<u>23</u>	<u>6,066,534</u>
Total revenues and other support	46,823,078	—	—	184,566	47,007,644
Operating expenses:					
Program services:					
Children and adolescents	6,508,139	—	—	—	6,508,139
Emergency services	1,439,486	—	—	—	1,439,486
Vocational services	736,943	—	—	—	736,943
Noneligibles	1,713,385	—	—	—	1,713,385
Multiservice team	10,964,311	—	—	—	10,964,311
ACT team	4,544,419	—	—	—	4,544,419
Crisis unit	7,761,365	—	—	—	7,761,365
Community residences and support living	1,727,509	—	—	—	1,727,509
HUD residences	—	—	—	160,369	160,369
Housing bridge program	531,045	—	—	—	531,045
Other	<u>4,363,313</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>4,363,313</u>
Total program services	40,289,915	—	—	160,369	40,450,284
Support services:					
Management and general	4,692,236	—	—	29,489	4,721,725
Operating property	633,221	—	—	—	633,221
Interest expense	<u>251,875</u>	<u>—</u>	<u>—</u>	<u>1,656</u>	<u>253,531</u>
Total operating expenses	<u>45,867,247</u>	<u>—</u>	<u>—</u>	<u>191,514</u>	<u>46,058,761</u>
Income (loss) from operations	955,831	—	—	(6,948)	948,883

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

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

Year Ended June 30, 2022

	<u>Center Without Donor Restriction</u>	<u>Foundation Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Amoskeag Without Donor Restriction</u>	<u>Total</u>
Income (loss) from operations	\$ 955,831	\$ —	\$ —	\$ (6,948)	\$ 948,883
Nonoperating revenue (expenses):					
PPP loan forgiveness	4,442,424	—	—	—	4,442,424
Commercial rental income	397,385	—	—	—	397,385
Rental property expense	(299,300)	—	—	—	(299,300)
Contributions	313,765	20,312	11,707	—	345,784
Net investment gain	—	(783,455)	(32,240)	—	(815,695)
Dues	—	(5,040)	—	—	(5,040)
Donations to charitable organizations	—	—	(2,223)	—	(2,223)
Miscellaneous expenses	—	(21,592)	—	—	(21,592)
Nonoperating revenue (expenses), net	<u>4,854,274</u>	<u>(789,775)</u>	<u>(22,756)</u>	<u>—</u>	<u>4,041,743</u>
Excess (deficiency) of revenues over expenses	5,810,105	(789,775)	(22,756)	(6,948)	4,990,626
Net transfer (to) from affiliate	<u>(2,030,000)</u>	<u>2,030,000</u>	<u>—</u>	<u>—</u>	<u>—</u>
Increase (decrease) in net assets	3,780,105	1,240,225	(22,756)	(6,948)	4,990,626
Net assets at beginning of year	<u>14,036,272</u>	<u>5,883,077</u>	<u>490,221</u>	<u>281,421</u>	<u>20,690,991</u>
Net assets at end of year	<u>\$17,816,377</u>	<u>\$7,123,302</u>	<u>\$467,465</u>	<u>\$274,473</u>	<u>\$25,681,617</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2022

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2022	<u>\$566,631</u>	<u>\$3,351,215</u>	<u>\$(3,534,004)</u>	<u>\$383,842</u>

	<u>Amount</u>
Analysis of receipts:	
Date of receipt/deposit:	
July 23, 2021	\$ 58,209
July 26, 2021	139,634
August 23, 2021	88,604
August 30, 2021	140,269
September 27, 2021	139,908
October 6, 2021	102,644
October 27, 2021	159,717
December 1, 2021	102,644
December 9, 2021	414,178
January 6, 2022	103,268
January 26, 2022	885
January 31, 2022	169,077
February 9, 2022	102,644
February 28, 2022	885
March 3, 2022	20,651
March 10, 2022	102,644
March 15, 2022	18,696
March 16, 2022	17,010
March 23, 2022	568,813
March 28, 2022	123,354
April 22, 2022	337,760
April 22, 2022	117,137
May 4, 2022	17,022
May 11, 2022	102,644
May 26, 2022	25,377
June 3, 2022	243,520
June 21, 2022	100,005
June 22, 2022	<u>16,805</u>
	<u>\$3,534,004</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2022

							Mental Health	
	<u>Total</u>	<u>Admini-</u>	<u>Total</u>	<u>Child</u>	<u>Emergency</u>	<u>Vocational</u>	<u>Non-</u>	<u>Multi-</u>
	<u>Agency</u>	<u>stration</u>	<u>Center</u>	<u>and</u>	<u>Services</u>	<u>Services</u>	<u>Eligibles</u>	<u>Service</u>
			<u>Programs</u>	<u>Adolescents</u>				<u>Team</u>
Program service fees:								
Net client fees	\$ 160,570	\$ —	\$ 160,570	(13,067)	46,009	(5,002)	(18,775)	(77,558)
HMO's	2,030,013	—	2,030,013	443,519	184,737	—	438,800	542,624
Blue Cross/Blue Shield	2,486,717	—	2,486,717	525,237	205,955	—	512,628	590,686
Medicaid	23,994,024	—	23,994,024	8,178,378	547,883	427,663	286,336	7,800,737
Medicare	1,140,791	—	1,140,791	1,064	14,016	(2)	198,526	815,675
Other insurance	1,107,993	—	1,107,993	257,717	70,697	(1,675)	223,349	501,863
Other program fees	<u>10,730</u>	<u>—</u>	<u>10,730</u>	<u>156</u>	<u>3,480</u>	<u>—</u>	<u>1,442</u>	<u>1,592</u>
	30,930,838	—	30,930,838	9,393,004	1,072,777	420,984	1,642,306	10,175,619
Local and county government:								
Division for Children, youth and families	8,790	—	8,790	8,790	—	—	—	—
Donations/contributions	340,048	—	340,048	—	—	—	—	25,000
Federal funding path	43,728	—	43,728	—	—	—	—	—
Rental income	317,956	—	133,413	—	—	—	—	—
Interest income	37,024	—	37,024	—	—	—	—	—
BBH:								
Bureau of Behavioral Health	3,351,215	—	3,351,215	12,926	—	23,158	1,695	6,788
Other revenues	<u>11,978,045</u>	<u>8,500</u>	<u>11,969,522</u>	<u>1,856,119</u>	<u>944,537</u>	<u>147,919</u>	<u>110,937</u>	<u>1,482,211</u>
	<u>16,076,806</u>	<u>8,500</u>	<u>15,883,740</u>	<u>1,877,835</u>	<u>944,537</u>	<u>171,077</u>	<u>112,632</u>	<u>1,513,999</u>
Total program revenues	<u>\$47,007,644</u>	<u>\$ 8,500</u>	<u>\$46,814,578</u>	<u>\$11,270,839</u>	<u>\$ 2,017,314</u>	<u>\$ 592,061</u>	<u>\$ 1,754,938</u>	<u>\$11,689,618</u>

	<u>Center</u>							
	<u>ACT Team</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-BBH</u>	<u>Housing Bridge</u>	<u>Amoskeag</u>
Program service fees:								
Net client fees	\$ 76,882	\$ 42,974	\$ (703)	\$ (948)	\$ —	\$ 110,758	\$ —	\$ —
HMO's	15,449	396,169	—	—	—	8,715	—	—
Blue Cross/Blue Shield	42,706	610,940	—	—	—	(1,435)	—	—
Medicaid	2,860,965	2,713,620	661,979	466,321	1,382	48,760	—	—
Medicare	108,949	908	(4)	—	—	1,659	—	—
Other insurance	(56,720)	105,391	—	(667)	—	8,038	—	—
Other program fees	<u>(171)</u>	<u>4,182</u>	<u>—</u>	<u>49</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
	3,048,060	3,874,184	661,272	464,755	1,382	176,495	—	—
Local and county government:								
Division for Children, youth and families	—	—	—	—	—	—	—	—
Donations/contributions	—	—	—	—	—	315,048	—	—
Federal funding path	—	—	—	—	—	43,728	—	—
Rental income	—	1,911	—	119,701	—	11,801	—	184,543
Interest income	—	—	—	—	—	37,024	—	—
BBH:								
Bureau of Behavioral Health	526,418	2,591,905	295	915	57,885	129,230	—	—
Other revenues	<u>966,756</u>	<u>680,902</u>	<u>35,865</u>	<u>270,113</u>	<u>—</u>	<u>5,136,559</u>	<u>337,604</u>	<u>23</u>
	<u>1,493,174</u>	<u>3,274,718</u>	<u>36,160</u>	<u>390,729</u>	<u>57,885</u>	<u>5,673,390</u>	<u>337,604</u>	<u>184,566</u>
Total program revenues	<u>\$ 4,541,234</u>	<u>\$ 7,148,902</u>	<u>\$ 697,432</u>	<u>\$ 855,484</u>	<u>\$ 59,267</u>	<u>\$ 5,849,885</u>	<u>\$ 337,604</u>	<u>\$ 184,566</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2021

ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current assets:					
Cash and cash equivalents	\$14,075,596	\$ 43,916	\$ 79,062	\$ 11,209	\$14,209,783
Restricted cash	4,638	—	115,730	—	120,368
Patient accounts receivable	849,013	—	—	—	849,013
Other accounts receivable	1,623,780	(35)	1,049	—	1,624,794
Due from affiliate	—	821,102	—	(821,102)	—
Investments — short-term	258,513	—	—	—	258,513
Prepaid expenses	<u>530,871</u>	<u>—</u>	<u>691</u>	<u>—</u>	<u>531,562</u>
Total current assets	17,342,411	864,983	196,532	(809,893)	17,594,033
Investments — long-term	—	5,018,804	—	—	5,018,804
Assets whose use is limited or restricted	—	490,221	—	—	490,221
Property and equipment, net of accumulated depreciation	<u>14,426,926</u>	<u>—</u>	<u>147,760</u>	<u>—</u>	<u>14,574,686</u>
Total assets	<u>\$31,769,337</u>	<u>\$6,374,008</u>	<u>\$344,292</u>	<u>\$(809,893)</u>	<u>\$37,677,744</u>

LIABILITIES AND NET ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current liabilities:					
Accounts payable	\$ 303,975	\$ —	\$ 2,097	\$ —	\$ 306,072
Accrued payroll, vacation and other accruals	4,703,925	710	2,586	—	4,707,221
Deferred revenue	91,157	—	—	—	91,157
Due to affiliate	809,893	—	—	(809,893)	—
Current portion of long-term debt	204,192	—	15,015	—	219,207
Amounts held for patients and other deposits	<u>19,923</u>	<u>—</u>	<u>2,228</u>	<u>—</u>	<u>22,151</u>
Total current liabilities	6,133,065	710	21,926	(809,893)	5,345,808
Extended illness leave, long term	489,022	—	—	—	489,022
Post-retirement benefit obligation	58,514	—	—	—	58,514
Long-term debt, less current maturities and unamortized debt issuance costs	<u>11,052,464</u>	<u>—</u>	<u>40,945</u>	<u>—</u>	<u>11,093,409</u>
Total liabilities	17,733,065	710	62,871	(809,893)	16,986,753
Net assets:					
Without donor restrictions	14,036,272	5,883,077	281,421	—	20,200,770
With donor restrictions	<u>—</u>	<u>490,221</u>	<u>—</u>	<u>—</u>	<u>490,221</u>
Total net assets	<u>14,036,272</u>	<u>6,373,298</u>	<u>281,421</u>	<u>—</u>	<u>20,690,991</u>
Total liabilities and net assets	<u>\$31,769,337</u>	<u>\$6,374,008</u>	<u>\$344,292</u>	<u>\$(809,893)</u>	<u>\$37,677,744</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2021

	<u>Center</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Foundation</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>With</u> <u>Donor</u> <u>Restriction</u>	<u>Amoskeag</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Total</u>
Revenues and other support:					
Program service fees	\$28,930,106	\$ —	\$ —	\$ —	\$28,930,106
Fees and grants from government agencies	6,388,792	—	—	—	6,388,792
Program rental income	136,340	—	—	201,656	337,996
Interest income	25,328	—	—	—	25,328
Other income	<u>7,502,187</u>	<u>—</u>	<u>—</u>	<u>64</u>	<u>7,502,251</u>
Total revenues and other support	42,982,753	—	—	201,720	43,184,473
Operating expenses:					
Program services:					
Children and adolescents	5,834,861	—	—	—	5,834,861
Emergency services	2,885,744	—	—	—	2,885,744
Vocational services	686,963	—	—	—	686,963
Noneligibles	1,721,439	—	—	—	1,721,439
Multiservice team	10,188,358	—	—	—	10,188,358
ACT team	4,391,943	—	—	—	4,391,943
Crisis unit	6,305,765	—	—	—	6,305,765
Community residences and support living	1,476,769	—	—	—	1,476,769
HUD residences	—	—	—	139,905	139,905
Housing bridge program	485,130	—	—	—	485,130
Other	<u>2,446,068</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>2,446,068</u>
Total program services	36,423,040	—	—	139,905	36,562,945
Support services:					
Management and general	3,622,645	—	—	29,453	3,652,098
Operating property	589,935	—	—	—	589,935
Interest expense	<u>371,415</u>	<u>—</u>	<u>—</u>	<u>2,083</u>	<u>373,498</u>
Total operating expenses	<u>41,007,035</u>	<u>—</u>	<u>—</u>	<u>171,441</u>	<u>41,178,476</u>
Income from operations	1,975,718	—	—	30,279	2,005,997

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2021

	<u>Center Without Donor Restriction</u>	<u>Foundation Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Amoskeag Without Donor Restriction</u>	<u>Total</u>
Income from operations	\$ 1,975,718	\$ —	\$ —	\$ 30,279	\$ 2,005,997
Nonoperating revenue (expenses):					
Rental income	402,911	—	—	—	402,911
Rental property expense	(306,716)	—	—	—	(306,716)
Contributions	290,684	2,359	7,070	—	300,113
Net investment gain (loss)	—	1,121,768	83,513	—	1,205,281
Dues	—	(5,040)	—	—	(5,040)
Donations to charitable organizations	—	—	(41,957)	—	(41,957)
Miscellaneous expenses	—	(3,536)	—	—	(3,536)
Nonoperating revenue, net	<u>386,879</u>	<u>1,115,551</u>	<u>48,626</u>	<u>—</u>	<u>1,551,056</u>
Excess of revenues over expenses	2,362,597	1,115,551	48,626	30,279	3,557,053
Net transfer (to) from affiliate	<u>(781,715)</u>	<u>781,715</u>	<u>—</u>	<u>—</u>	<u>—</u>
Increase in net assets	1,580,882	1,897,266	48,626	30,279	3,557,053
Net assets at beginning of year	<u>12,455,390</u>	<u>3,985,811</u>	<u>441,595</u>	<u>251,142</u>	<u>17,133,938</u>
Net assets at end of year	<u>\$14,036,272</u>	<u>\$5,883,077</u>	<u>\$490,221</u>	<u>\$281,421</u>	<u>\$20,690,991</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES**

For the Year Ended June 30, 2021

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2021	<u>\$763,954</u>	<u>\$2,718,925</u>	<u>\$ (2,916,248)</u>	<u>\$566,631</u>

	<u>Amount</u>
Analysis of receipts:	
Date of receipt/deposit:	
July 13, 2020	\$ 141,892
September 2, 2020	251,671
October 5, 2020	391,777
November 2, 2020	112,104
December 24, 2020	278,768
December 28, 2020	885
January 21, 2021	416,958
January 22, 2021	139,384
March 18, 2021	141,154
March 19, 2021	310,159
April 1, 2021	139,384
April 6, 2021	164,635
April 27, 2021	139,884
April 30, 2021	20,208
June 23, 2021	<u>267,385</u>
	<u>\$2,916,248</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2021

								Mental Health
	<u>Total Agency</u>	<u>Admini- stration</u>	<u>Total Center Programs</u>	<u>Child and Adolescents</u>	<u>Emergency Services</u>	<u>Vocational Services</u>	<u>Non- Eligibles</u>	<u>Multi- Service Team</u>
Program service fees:								
Net client fees	\$ (209,410)	\$ —	\$ (209,410)	\$ (34,518)	\$ 165,722	\$ (2,603)	\$ (58,831)	\$ (500,569)
HMO's	2,092,284	—	2,092,284	496,600	243,391	—	461,924	585,327
Blue Cross/Blue Shield	2,416,304	—	2,416,304	448,477	340,069	—	486,498	558,152
Medicaid	22,323,837	—	22,323,837	7,439,458	624,929	301,516	267,310	7,994,247
Medicare	1,380,071	—	1,380,071	1,747	16,975	(91)	241,616	980,440
Other insurance	955,847	—	955,847	197,560	31,197	4,563	147,378	355,923
Other program fees	(28,827)	—	(28,827)	(460)	(10,079)	—	(3,912)	(4,462)
	28,930,106	—	28,930,106	8,548,864	1,412,204	303,385	1,541,983	9,969,058
Local and county government:								
Division for Children, youth and families	3,540	—	3,540	3,540	—	—	—	—
Federal funding path	43,728	—	43,728	—	—	—	—	—
Rental income	337,996	—	136,340	—	—	—	—	—
Interest income	25,328	—	25,328	—	—	—	—	—
BBH:								
Bureau of Behavioral Health	1,628,880	—	1,628,880	—	440,880	—	—	—
Other	1,042,777	—	1,042,777	—	—	—	—	—
Other revenues	11,172,118	—	11,172,054	2,151,621	1,022,940	187,570	94,111	2,167,105
	14,254,367	—	14,052,647	2,155,161	1,463,820	187,570	94,111	2,167,105
Total program revenues	\$43,184,473	\$ —	\$42,982,753	\$10,704,025	\$ 2,876,024	\$ 490,955	\$ 1,636,094	\$12,136,163

	<u>Center</u>							
	<u>ACT Team</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-BBH</u>	<u>Housing Bridge</u>	<u>Amoskeag</u>
Program service fees:								
Net client fees	\$ (96,345)	\$ 228,559	\$ (20)	\$ (295)	\$ —	\$ 89,490	\$ —	\$ —
HMO's	3,856	295,303	—	—	—	5,883	—	—
Blue Cross/Blue Shield	61,761	520,158	—	—	—	1,189	—	—
Medicaid	2,760,953	1,880,488	501,556	482,720	1,536	69,124	—	—
Medicare	134,412	4,952	20	—	—	—	—	—
Other insurance	89,370	118,106	—	(24)	—	11,774	—	—
Other program fees	(473)	(12,370)	—	(144)	—	3,073	—	—
	2,953,534	3,035,196	501,556	482,257	1,536	180,533	—	—
Local and county government:								
Division for Children, youth and families	—	—	—	—	—	—	—	—
Federal funding path	—	—	—	—	—	43,728	—	—
Rental income	—	2,023	—	129,425	—	4,892	—	201,656
Interest income	—	—	—	—	—	25,328	—	—
BBH:								
Bureau of Behavioral Health	450,000	675,000	—	—	63,000	—	—	—
Other	—	1,042,777	—	—	—	—	—	—
Other revenues	1,254,408	1,747,929	49,319	339,711	1,368	1,707,222	448,750	64
	1,704,408	3,467,729	49,319	469,136	64,368	1,781,170	448,750	201,720
Total program revenues	\$ 4,657,942	\$ 6,502,925	\$ 550,875	\$ 951,393	\$ 65,904	\$ 1,961,703	\$ 448,750	\$ 201,720

**MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
BOARD OF DIRECTORS
2022 - 2023**

Elaine Michaud, *Board Chair*; Supervisor, Neighborhood & Family Health, Manchester Health Department

Board Term: 3 years, May 2021 through September 2024

Michael Reed, *Board Vice Chair*; Stebbins Commercial Properties, LLC

Board Term: 6 years, October 2019 through September 2025

Brent Kiley, *Board Treasurer*; Managing Director, Rise Private Wealth Management

Board Term: 6 years, October 2017 through September 2023

Philip Alexakos, *Board Secretary*; Chief Operations Officer, Manchester Health Department

Board Term: 6 years, October 2021 through September 2027

Ronald Caron, Attorney, Devine Millimet Law Firm

Board Term: 6 years, October 2019 through September 2025

Courtney Carrier, Project Designer, Lavallee Brensinger Architects

Board Term: 6 years, October 2021 through September 2027

Lt. Derek Cataldo, Legal and Professional Standards Division, Manchester NH Police Dept.

Board Term: 6 years, November 2021 through September 2027

Stacy Champey, Multi-Tiered System of Support District Coach, Manchester School District

Board Term: 6 years, June 2022 through October 2028

Jeff Eisenberg, President, EVR Advertising

Board Term: 6 years, October 2018 through September 2024

Desneiges French, Senior Accountant, Wipfli

Board Term: 6 years, October 2019 through September 2025

Beth Gutoff, Compliance and Privacy Officer, Elliot Health System

Board Term: 6 years, October 2021 through September 2027

Kendra Kearney, Financial Advisor, Rise Private Wealth Management

Board Term: 6 Years, September 2023 through September 2029

Newton Kershaw III, CEO of Elm Grove Companies

Board Term: 6 Years, July 2023 through July 2029

**MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
BOARD OF DIRECTORS
2022 - 2023**

Dr. Joohahn Kim, Associate Medical Director, Dartmouth Hitchcock Community Group Practices, Adult Primary Care & Urgent Care
Board Term: 6 Years, October 2022 through October 2028

Jim Merrill, Managing Shareholder, Bernstein Shur
Board Term: 6 Years, September 2023 through September 2029

Kibar Moussoba, Senior Program Manager, Employee Engagement – Talent Engagement & Inclusion, Southern New Hampshire University
Board Term: 6 Years, October 2022 through October 2028

Jacqueline Proulx, Financial Advisor, Morgan Stanley
Board Term: 6 Years, September 2023 through September 2029

Connie Roy-Czyzowski, Retired, Former VP of Human Resources at Delta Dental
Board Term: 6 Years, October 2022 through October 2028

Leo Simard, Senior Vice President, Director of Retail Sales & Member Experience, St. Mary's Bank
Board Term: 6 Years, October 2022 through October 2028

William Stone, President and CEO, Primary Bank
Board Term: 6 years, May 2020 through September 2026
Managing

Dr. Andrew Watt, Chief Information Officer, Catholic Medical Center
Board Term: 6 Years, June 2022 through October 2028

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-October 2016

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

- 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.

Jonathan Routhier

Overview of Qualifications

- Twenty-eight years of progressive clinical and administrative leadership in behavioral health care and developmental disability services organizations.
- Results-oriented experience as a program and financial manager in both start-up and mature organizations
- Exceptional communication, analytical and facilitation skills
- Integrated knowledge of financial, program and administrative operations
- A fun, creative and team-oriented work ethic

Work Experience

Executive Vice President and Chief Operating Officer, The Mental Health Center of Greater Manchester, Manchester, NH (January 2022-present)

- Responsible for integrating the strategic plan through the clinical services programs
- Provide management oversight for the development of high quality, cost-effective programs
- Address operational problems in a manner that optimizes patient well-being
- Analyze clinical, financial and legal data
- Maintain clinical knowledge to redesign innovative systems and develop new models of care.

Executive Director, Community Support Network, Inc. (CSNI) Concord, NH (August 2016-January 2022)

- Responsible for leadership of all operations, strategic planning and execution for statewide association of Area Agencies
- Responsible for budget development and management, human resources management and vendor contracts
- Report monthly to Board of Directors on all aspects of CSNI operations
- Develop and sustain productive working relationships with state government entities including Governor, Legislature and Department of Health and Human Services
- Work closely with contracted lobbyist to plan and execute legislative strategy
- Develop new program offerings to benefit membership

- Collaborate with provider agencies, vendors and other associations and groups to support the mission of CSNI.
- Member and current Vice Chair of the Medical Care Advisory Committee, providing stakeholder input to the Director of Medicaid for the State of New Hampshire

Chief Operating Officer, WestBridge, Inc., Manchester, NH (January 2008-January 2014).

- Provided ongoing clinical consultation and supervision to Assertive Community Treatment teams and Residential Program teams.
- Provided leadership to quality improvement department
- Led efforts resulting in three-year accreditation by the Council on Accreditation of Rehabilitation Facilities.
- Developed and implemented outcome measurement system in collaboration with Dartmouth Psychiatric Research Center
- Implemented Electronic Medical Record system
- Direct liaison to corporate counsel, auditors, and accrediting body
- Directed the implementation of customer relationship management system (Salesforce)

Chief Financial Officer, WestBridge, Inc, Manchester, NH (April 2002-June 2016).

- Supervised team of finance staff
- Directly responsible for providing financial information to Board of Directors
- Provided financial leadership in start-up organization
- Developed budgets, data input and reporting processes, and accounting procedures consistent with FASB requirements for non-profit organizations
- Provided fiscal, managerial, and operational leadership to program directors and team leaders.
- Shared responsibility for development and achievement of strategic goals
- Oversaw and coordinated all real estate transactions
- Ensured appropriate loss protection exists for organization
- Oversaw marketing and business development efforts
- Oversaw human resources administration

Director of Contracts and Reimbursement, The Mental Health Center of Greater Manchester, Manchester, NH (December 2000-April 2002).

- Oversaw all financial intake, billing, reimbursement and accounts receivable functions for 19 million dollar budget agency
- Member of Senior Leadership Team, reporting directly to CEO
- Negotiated reimbursement rates with third party payors
- Completed and monitored all contracts with managed care organizations

- Presented monthly reports to Board of Directors
- Wrote and implemented new financial policies to enhance agency's financial performance
- Chaired Ethics Committee

Director of Quality and Utilization Management, The Mental Health Center of Greater Manchester (April 1997-December 2000).

- Facilitated budget planning process and led efforts in cost control
- Developed and implemented agency performance measurement system
- Led efforts to ensure re-accreditation by the Joint Commission on Accreditation of Healthcare Organizations
- Directed several quality improvement teams
- Trained and oriented staff at all levels in quality improvement methods
- Co-led efforts resulting in the 2000 Granite State Quality Commitment Award
- Assisted with conversion to new information system by designing and charting new work flows
- Oversaw the implementation of systems to determine appropriate leveling of care and monitoring of service utilization to maximize clinical resources and maintain compliance with state eligibility criteria.
- Conducted utilization reviews for acute psychiatric residential treatment program to ensure appropriate length of stay, discharge planning and coordination of care.

Director of Gemini House, The Mental Health Center of Greater Manchester (May 1995-April 1997).

- Conducted all initial assessments of clients referred to this residential program for adults with co-occurring disorders
- Directed staff of twelve professionals and paraprofessionals
- Responsible for hiring, training, evaluation, supervision and termination of staff; building maintenance and security; compliance with federal, state and local regulations
- Provided consultation to international visitors
- Created brochures and other marketing materials highlighting the success of the program

Clinical Case Manager, The Mental Health Center of Greater Manchester (May 1993-May 1995).

- Directed interdisciplinary treatment for adults with severe mental illness and addiction disorders
- Provided individual, group and family psychotherapy; after-hours crisis intervention
- Helped clients access community resources, jobs, medical care, benefits and other necessities
- Assisted with ongoing research efforts

Education

Master of Business Administration, Franklin Pierce College, Concord, NH (2002).

Master of Social Work, Boston University, Boston, MA (1993).

Bachelor of Arts in Psychology, University of New Hampshire, Durham, NH (1991).

Volunteer Experience

NH Fiscal Policy Institute, Concord, NH (2018-present)
Serve as Treasurer and member of the board of directors.

National Alliance on Mental Illness New Hampshire, Concord, NH (2007-2013).
Served as member of Board of Directors for two consecutive terms. Served as NAMI Walks Chairperson 2007-2010, Vice President 2011-2012 and President 2012-2013.

Friends of Recovery New Hampshire, Manchester, NH (2003-2006). Served as Treasurer and member of Board of Directors.

Manchester Community Resource Center, Manchester, NH (2002-2006). Served as Treasurer and member of Board of Directors.

Youth sports coach, 2006-2017. Coached baseball, basketball, football and lacrosse for ages 5-13 in Goffstown, Dunbarton and Bow.

References available upon request.

PAUL J. MICHAUD
MSB, BS

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

LEADERSHIP POSITIONS

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

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

Significant Accomplishments – Post-Acute Healthcare facilities:

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

Audit / Consulting Manager

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

Paul J. Michaud

Page 2

Budget Director, Finance Division, Budget & Cost Department

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

Significant Accomplishments:

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

Audit Manager, Medicare Fiscal Intermediary

Blue Cross & Blue Shield of Maine So. Portland, ME 1985 through 1993

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

Accomplishments:

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

Staff Auditor – Public Accounting

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

Arthur Young & Company, Portland, Maine 1982 through 1983

EDUCATIONAL EXPERIENCE

Husson College, Bangor, Maine

Masters of Science in Business Administration (MSB – Accounting Concentration) 1990

Husson College, Bangor, Maine

Bachelor of Science in Accounting (BSA) 1980

TECHNICAL PROFICIENCIES

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

Ashwini Saxena M.D., Ph.D.

Psychiatrist

The Mental Health Center of Greater Manchester

2 Wall St.

Manchester, NH 03101

Email: saxenaas@mhcgm.org

PROFESSIONAL EXPERIENCE

Psychiatrist

August 2019 – Present

The Mental Health Center of Greater Manchester

Manchester, NH 03101

Assistant Professor

2014 – 2015

Department of Physiology

College of Osteopathic Medicine

Kansas City University of Medicine and Biosciences

Kansas City, MO 64106

Post-doctoral Research Associate

2014 – 2014

Department of Integrative Physiology

University of North Texas Health Science Center

Fort Worth, TX 76107

EDUCATION

Residency

2015 – 2019

Department of Psychiatry and Behavioral Sciences

University of Texas Health Science Center at Houston

Houston, TX 77054

Doctor of Philosophy

2009 - 2014

Integrative Physiology

University of North Texas Health Science Center

Fort Worth, TX

Master of Science

2006 - 2008

Exercise Physiology, University of Texas at Arlington

M.B.B.S. (Bachelor of Medicine, Bachelor of Surgery)

1999 - 2005

S.V.N. Government Medical College, Maharashtra, India

Curriculum Vitae – Ashwini Saxena, M.D., Ph.D.**PUBLISHED MANUSCRIPTS**

1: Dandekar MP, **Saxena A**, Scaini G, Shin JH, Migut A, Giridharan VV, Zhou Y, Barichello T, Soares JC, Quevedo J, Fenoy AJ; Medial Forebrain Bundle Deep Brain Stimulation Reverses Anhedonic-Like Behavior in a Chronic Model of Depression: Importance of BDNF and Inflammatory Cytokines. *Mol Neurobiol*. 2018 Oct 13. PMID: 30317434

2: **Saxena A**, Scaini G, Bavaresco DV, Leite C, Valvassoria SS, Carvalho AF, Quevedo J; Role of Protein Kinase C in Bipolar Disorder: A Review of the Current Literature. *Mol Neuropsychiatry*. 2017 Nov 3 (2), PMID: 29230399

3: **Saxena A.**, Little J. T., Nedungadi T. P., Cunningham J. T.; Angiotensin II type 1a receptors in subfornical organ contribute towards chronic intermittent hypoxia-associated sustained increase in mean arterial pressure. *Am J Physiol Heart Circ Physiol*. 2015 Mar 1. PMID: 25539713.

4: **Saxena A.**, Bachelor M., Park Y. H., Carreno F. R., Nedungadi T. P., Cunningham J. T.; Angiotensin II induces membrane trafficking of natively-expressed Transient Receptor Potential vanilloid type 4 channels in hypothalamic 4B cells. *Am J Physiol Regul Integr Comp Physiol*. 2014 Oct 15. PMID: 25080500.

5: Midde K., Rich R., **Saxena A.**, Gryczynski I., Borejdo J., Das H. K.; Membrane Topology of Human Presenilin-1 in SK-N-SH Cells Determined by Fluorescence Correlation Spectroscopy and Fluorescent Energy Transfer. *Cell Biochem Biophys*. 2014 Nov; 70 (2): PMID: 24839116.

6: Sethi R., Vasudeva S., **Saxena A.**, Kablinger A. S.; "We cut and drink blood when we have sex. Do we have a problem?" a case report of atypical antipsychotic-treated paraphilia. *Prim Care Companion CNS Disord*. 2013; 15 (3): PMID: 24171139.

7: Knight W. D., **Saxena A.**, Shell B., Nedungadi T. P., Mifflin S. W., Cunningham J. T.; Central losartan attenuates increases in arterial pressure and expression of FosB/ Δ FosB along the autonomic axis associated with chronic intermittent hypoxia. *Am J Physiol Regul Integr Comp Physiol*. 2013 Nov 1; 305 (9): PMID: 24026072.

8: Sethi R., Thapa N., **Saxena A.**, Chahil R.; "K2/Spice": have you updated your differentials? A case report. *Prim Care Companion CNS Disord*. 2013; 15 (2): PMID: 23930230.

9: Purkayastha S., **Saxena A.**, Eubank W. L., Hoxha B., Raven P. B.; α 1-Adrenergic receptor control of the cerebral vasculature in humans at rest and during exercise. *Exp Physiol*. 2013 Feb; 98 (2):451-61: PMID: 23024369.

Curriculum Vitae – Ashwini Saxena, M.D., Ph.D.**SCIENTIFIC POSTER PRESENTATIONS**

- 1: **Saxena A.**, Dandekar M., Scaini G., Giridharan V., Zhou Y., Migut, A., Barichello T., Soares J.C., Quevedo J., Fenoy A.; Effect of Deep Brain Stimulation on Inflammatory markers in Hippocampus of Rodents exposed to Chronic Unpredictable Stress – a model of depression. Society of Biological Psychiatry 2018; New York City, NY.
2. **Saxena A.**, Zeni C.P., Mwangi B., Cazala F., Zunta-Soares G., Soares J.C.; Paradoxical increase in Corpus Callosum Volume in Adult Females with Bipolar Disorder and history of Sexual Trauma in Childhood. Society of Biological Psychiatry 2017; San Diego, CA.
3. **Saxena A.**, Mohite S., Kahlon R.S., Patel R., Makanjuola T., Goddu S., Aimienwanu O., Venigalla H, Malouta M., Engstrom A., Okusaga O.O.; Total cholesterol is positively correlated with scores on the NIH Toolbox Cognitive Test Battery in patients with schizophrenia. American Psychiatric Association 2016; Atlanta, GA. First prize in poster presentation.
- 4: **Saxena A.**, Valvassori S.V., Dal-Pont G.C., Varela R.B., Resende W.R., Mariot E., Peterle B.R., Machado A.G., Farias H.R., de Souza C.T., De Quevedo J.; Lithium and Valproate ameliorate inhibition of PI3K/Akt signaling pathway in ouabain-induced rodent model of mania. Society of Biological Psychiatry 2016, Atlanta GA.
- 5: **Saxena A.**, Little J. T., Nedungadi T. P., Cunningham J. T.; Angiotensin II receptor type-1a knockdown in Subfornical Organ prevents sustained increase in mean arterial pressure associated with chronic intermittent hypoxia. Experimental Biology 2014, San Diego, CA.
- 6: **Saxena A.**, Bachelor M., Carreno F. R., Cunningham J. T.; Src-kinase mediates Angiotensin II induced potentiation in TRPV4 agonist evoked calcium transients in hypothalamic immortalized neuronal cell line 4B. Experimental Biology 2014, San Diego, CA.
- 7: **Saxena A.**, Bachelor M., Carreno F. R., Nedungadi T. P., Cunningham J. T.; Effect of Angiotensin on TRPV4 expression and TRPV4 agonist induced calcium transients in hypothalamic cell line 4B. Experimental Biology 2013, Boston, MA
- 8: **Saxena A.**, Bachelor M., Carreno F. R., Nedungadi T. P., Cunningham J. T.; Angiotensin II increases Transient Receptor Potential Vanilloid 4 channel Expression and Phosphorylation in Hypothalamic Cell line 4B. Experimental Biology 2012, San Diego, CA
- 9: **Saxena A.**, Purkayastha S., Raven P. B., Shi X.,; Effect of Cycling Exercise on Dynamic Cerebral Autoregulation in Humans. Experimental Biology 2011, Washington D.C.

Curriculum Vitae – Ashwini Saxena, M.D., Ph.D:

10: Purkayastha S., **Saxena A.**, Raven P. B.; Carotid baroreflex regulation of the cerebral vasculature in humans during rest and dynamic exercise; Experimental Biology 2011, Washington D.C.

11: **Saxena A.**, Purkayastha S., Barnes Q, Raven P. B., Effect of α 1-adrenoreceptor blockade on dynamic cerebral autoregulation during rest and dynamic exercise in humans; American College of Sports Medicine 2011, Denver CO

12: **Saxena A.**, Ricard M., Blevins J; Consistency in coronary artery disease risk prediction results of functional capacity, Chronotropic response to exercise and Framingham coronary artery disease Risk Prediction Score: A study on Pantego Firefighters. Texas Chapter of American College of Sports Medicine 2007, Fort Worth, TX

GRANT AWARDS

NIH- R-21 2011
Role of Reactive Oxygen Species in sleep apnea associated resetting of arterial baroreflex function; Role: contributor

Student Research Development Award – Doctoral Category 2010
Role of Reactive Oxygen Species in exercise induced resetting of arterial baroreflex function
Texas Chapter of American College of Sports Medicine; Role: Principal Investigator

MEMBERSHIPS

American Psychiatric Association
Society of Biological Psychiatry
American Physiological Society
National Association on Mental Illness

The Mental Health Center of Greater Manchester, Inc.
Community-Based Adverse Childhood Experiences RFP-2019-BDAS-13-COMMU-01-A04 Amendment
MHCGM
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
JESSICA LACHANCE	PROGRAM DIRECTOR	\$ 2,562.88
JONATHAN ROUTHIER	EXECUTIVE VP / COO	\$ 937.56
PAUL MICHAUD	CHIEF FINANCIAL OFFICER	\$ 326.82
ASHWINI SAXENA	CHIEF MEDICAL OFFICER	\$ 1,729.73



Lori A. Shibanette
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

November 3, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** amendments to existing contracts with the Contractors listed below to continue providing evidence-based prevention services for children up to 18 years of age who are exposed to adverse childhood experiences as a result of opioid and/or stimulant misuse by increasing the total price limitation by \$350,000 from \$1,009,024 to \$1,359,024 and by extending the completion dates from September 29, 2022 to September 29, 2023, effective retroactive to September 29, 2022 upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on September 18, 2019, item #20A, amended on March 24, 2021, item #15, and most recently amended on October 13, 2021, item #37.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Greater Manchester Community	\$481,205	\$175,000	\$656,205
The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center	154112-B001	Nashua and Hudson	\$527,819	\$175,000	\$702,819
		Total:	\$1,009,024	\$350,000	\$1,359,024

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department was notified by the Federal awarding agency on September 23, 2022 of the availability of funding beyond the current contract completion date of September 29, 2022. Due to the delayed notification from the Federal awarding agency, the Department was unable to present this request to the Governor and Council prior to the contract expiring.

This request is **Sole Source** because the Department is seeking to extend the contract beyond the completion dates and there are no renewal options available. Due to the limited timeframe between the funding notification from the Federal awarding agency and the contract expiration date, the Department was not able to re-procure for these services. Any delays or gaps in service provision may result in reduced or loss of access to services and supports for individuals in need of these critical services.

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 and/or stimulant misuse through Community-Based Adverse Childhood Experiences Crisis Teams.

Adverse Childhood Experiences, such as experiencing violence, abuse or neglect, growing up in a household with substance use disorder problems, or witnessing a drug overdose, have a tremendous impact on future drug misuse, negative health outcomes, and even death on the children that are affected, according to the CDC-Kaiser Permanente Adverse Childhood Experiences Study.

Approximately 60 individuals will be served September 30, 2022 to September 29, 2023.

The Contractors will continue to implement Community-Based Adverse Childhood Experiences Crisis Teams (Teams) who mobilize in instances of an overdose where children are present, with the ability to respond to crisis 24 hours per day, 7 days per week. Team members include police officers, crisis services advocates, and community health workers. Teams meet individuals in their homes and in other community settings to assist with the crisis as it arises and complete screenings, crisis interventions and referrals for services and supports. The Teams 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 to monitor services through the review of data reports, periodic surveys, and other data as requested by the Department.

Should the Governor and Executive Council not authorize this request, children within the community who are present during an overdose crisis, along with individuals who misuse opioid and/or stimulants may not have access to timely professional services and supports that concentrate on adverse childhood experiences, which could result in increased utilization of more costly future care to address the negative longer-term impacts of trauma.

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #H79TI085759

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	\$52,337.38	\$0.00	\$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	\$59,717.00	\$0.00	\$59,717.00
2021	102-500731	Contracts for Program Services	92057048	\$80,000.00	\$0.00	\$80,000.00
2022	102-500731	Contracts for Program Services	92057048	\$40,000.00	\$0.00	\$40,000.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$134,788.00	\$0.00	\$134,788.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$44,929.00	\$0.00	\$44,929.00
2023	074-500589	Welfare Assistance	92057058	\$0	\$131,250.00	\$131,250.00
2024	074-500589	Welfare Assistance	92057058	\$0	\$43,750.00	\$43,750.00
			Subtotal	\$481,205.00	\$175,000.00	\$656,205.00

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	\$118,385.00	\$0.00	\$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	\$59,717.00	\$0.00	\$59,717.00

FINANCIAL DETAIL ATTACHMENT**Community-Based Adverse Childhood Experiences Crisis Team Project**

2021	102-500731	Contracts for Program Services	92057048	\$80,000.00	\$0.00	\$80,000.00
2022	102-500731	Contracts for Program Services	92057048	\$40,000.00	\$0.00	\$40,000.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$134,788.00	\$0.00	\$134,788.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$44,929.00	\$0.00	\$44,929.00
2023	074-500589	Welfare Assistance	92057058	\$0	\$131,250.00	\$131,250.00
2024	074-500589	Welfare Assistance	92057058	\$0	\$43,750.00	\$43,750.00
			Subtotal	\$527,819.00	\$175,000.00	\$702,819.00
			Total	\$1,009,024.00	\$350,000.00	\$1,359,024.00

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This Amendment to the Community-Based Adverse Childhood Experiences Crisis Team Project contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 18, 2019, (Item #20A), as amended on March 24, 2021, (Item #15), subsequently amended on October 13, 2021 (Item #37) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended 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, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$656,205
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit A, Scope of Services, Section 6, by adding Subsection 6.11 to read:
6.11 The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve Government Performance and Results Act (GPRA) collection.
5. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1., Paragraph 5.1.3., Subparagraph 5.1.3.1., Part 5.1.3.1.4. to read:
5.1.3.1.4. Food or water.
6. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1., Paragraph 5.1.3., Subparagraph 5.1.3.1., Part 5.1.3.1.7. to read:
5.1.3.1.7. RESERVED
7. Add Exhibit B-8, Amendment #3 Budget, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-9, Amendment #3 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 29, 2022 upon Governor and 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

11/4/2022

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

The Mental Health Center of Greater Manchester, Inc.

DocuSigned by:

Patricia Carty

Name: Patricia Carty

Title: President and CEO

11/3/2022

Date

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

OFFICE OF THE ATTORNEY GENERAL

11/7/2022

Date

DocuSigned by:

Robyn Guarino

Name: Robyn Guarino

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:

BT-1.0

Exhibit B-8, Amendment #3

RFP-2019-BDAS-13-COMMU-01-A03

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.			
Contractor Name:		The Mental Health Center of Greater Manchester, Inc.	
Budget Request for:		Community-Based Adverse Childhood Experiences Crisis Team Project	
Budget Period		FY23 - (September 30, 2022 - June 30, 2023)	
Indirect Cost Rate (If applicable)		0.00%	
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$88,858	\$36,750	\$125,608
2. Fringe Benefits	\$27,546	\$0	\$27,546
3. Consultants	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$0	\$0	\$0
6. Travel	\$0	\$0	\$0
7. Software	\$2,915	\$0	\$2,915
8. (a) Other - Marketing/Communications	\$0	\$0	\$0
8. (b) Other - Education and Training	\$6,566	\$0	\$6,566
8. (c) Other - Other (please specify)			
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$0	\$0	\$0
Total Direct Costs	\$125,885	\$36,750	\$162,635
Total Indirect Costs	\$5,365	\$0	\$5,365
TOTAL	\$131,250	\$36,750	\$168,000

 Contractor Initials 

Date 11/3/2022

BT-1.0

Exhibit B-9, Amendment #3

RFP-2019-BDAS-13-COMMU-01-A03

New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name:		The Mental Health Center of Greater Manchester, Inc.	
Budget Request for:		Community-Based Adverse Childhood Experiences Crisis Team Project	
Budget Period:		FY24 - (July 1, 2023 - September 29, 2023)	
Indirect Cost Rate (if applicable):		0.00%	
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$32,346	\$8,150	\$40,496
2. Fringe Benefits	\$9,704	\$0	\$9,704
3. Consultants	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$0	\$0	\$0
6. Travel	\$0	\$0	\$0
7. Software	\$450	\$0	\$450
8. (a) Other - Marketing/Communications	\$0	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0	\$0
8. (c) Other - Other (please specify)			
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$0	\$0	\$0
Total Direct Costs	\$42,500	\$8,150	\$50,650
Total Indirect Costs	\$1,250	\$0	\$1,250
TOTAL	\$43,750	\$8,150	\$51,900

Contractor Initials

PL

SEP10'21 PM 4:20 RCVD

37 MAA



Lori A. Sblinnette
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 25, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed below to continue providing evidence-based prevention services for children up to 18 years of age who are exposed to adverse childhood experiences as a result of opioid and/or stimulant misuse by exercising contract renewal options by increasing the total price limitation by \$359,434 from \$649,590 to \$1,009,024 and extending the completion dates from September 29, 2021 to September 29, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on September 18, 2019, item #20A and most recently amended with Governor and Council approval on March 24, 2021, item #15.

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	\$301,488	\$179,717	\$481,205
The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center	154112-B001	Nashua and Hudson	\$348,102	\$179,717	\$527,819
Total:			\$649,590	\$359,434	\$1,009,024

See attached fiscal details

EXPLANATION

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 and/or stimulant misuse through Community-Based Adverse Childhood Experiences Crisis Teams.

Adverse childhood experiences, which may include experiencing violence, abuse or neglect while growing up in a household with substance use disorder problems or witnessing a drug overdose, have a tremendous impact on future drug misuse, negative health outcomes, and death on the children that are affected, according to the CDC-Kaiser Permanente Adverse Childhood Experiences Study.

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

Like many organizations, the COVID pandemic required the Community-Based Adverse Childhood Experiences Crisis Teams to adjust their strategies from on-site school activities to community stakeholder connections, such as trainings for local police and first responders in trauma-informed responses and interventions. Many substance use calls that these teams receive are connected with other adverse childhood experiences, such as sexual assault and domestic violence so a holistic look at trauma response has been a heavier focus.

Approximately 60 individuals will be served from September 30, 2021 to September 29, 2022.

The Contractors will continue to deploy Community-Based Adverse Childhood Experiences Crisis Teams who mobilize in instances of an overdose where children are present, with the ability to respond to crisis 24 hours per day, seven (7) days per week. Team members include police officers, crisis services advocates, and community health workers. Teams meet individuals in individuals' homes and in other community settings to assist with the crisis as it arises and complete screenings, crisis interventions and referrals for services and supports. The teams 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 collaborating with community partners and other state agencies to collect available data and additional data needed to identify outcomes. The Department will continue monitoring contracted services using the following tools and performance measures:

- Monthly statistical reports that show that, even with the impact of COVID-19 reducing availability of school-based activities, the Contractors met their previous goal of individuals served; and
- Satisfaction surveys to service providers with a minimum target of 95% satisfaction with services provided to 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 the remaining one (1) available year.

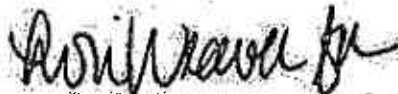
Should the Governor and Council not authorize this request, children within the community who are present during a drug overdose crisis, along with individuals battling an opioid and/or stimulant misuse issue may not have access to timely professional services and supports that concentrate on adverse childhood experiences, which could result in increased utilization of more costly future care to address the negative longer-term impacts.

Area served: Greater Manchester Community, Nashua and Hudson

Source of Funds: CFDA #93.788, FAIN #H79TI0818685, H79TI083326, and H79TI083328

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. Shiplinette
Commissioner

FISCAL 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	\$52,337.38	\$0.00	\$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	\$59,717.00	\$0.00	\$59,717.00
2021	102- 500731	Contracts for Program Services	92057048	\$80,000.00	\$0.00	\$80,000.00
2022	102- 500731	Contracts for Program Services	92057048	\$40,000.00	\$0.00	\$40,000.00
2022	074- 500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$134,788.00	\$134,788.00
2023	074- 500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$44,929.00	\$44,929.00
			Subtotal	\$301,488.00	\$179,717.00	\$481,205.00

FISCAL DETAIL ATTACHMENT**Community-Based Adverse Childhood Experiences Crisis Team Project****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	\$118,385.00	\$0.00	\$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	\$59,717.00	\$0.00	\$59,717.00
2021	102-500731	Contracts for Program Services	92057048	\$80,000.00	\$0.00	\$80,000.00
2022	102-500731	Contracts for Program Services	92057048	\$40,000.00	\$0.00	\$40,000.00
2022	074-500585	Grants for Pub Assl and Rel	92057048	\$0.00	\$134,788.00	\$134,788.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$44,929.00	\$44,929.00
			Subtotal	\$348,102.00	\$179,717.00	\$527,819.00
			Total	\$649,590.00	\$359,434.00	\$1,009,024.00

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Community-Based Adverse Childhood Experiences Crisis Team Project contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 18, 2019, (Item #20A), as amended on March 24, 2021, (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$481,205
3. Modify Exhibit A, Section 6, State Opioid Response (SOR) Grant Standards, Subsection 6.2 to read:
6.2 Reserved
4. Modify Exhibit A, Section 6, State Opioid Response (SOR) Grant Standards, Subsection 6.8 to read:
 - 6.8 The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana for treatment using marijuana. The Contractor shall ensure:
 - 6.8.1 Treatment in this context includes the treatment of opioid use disorder (OUD).
 - 6.8.2 Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental health disorders.
 - 6.8.3 This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
5. Modify Exhibit A, Section 6, State Opioid Response (SOR) Grant Standards, by adding Subsection 6.10 as follows:
 - 6.10 The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:
 - 6.10.1. Internal policies for the distribution of Fentanyl strips;
 - 6.10.2. Distribution methods and frequency; and
 - 6.10.3. Other key data, as requested by the Department.

6. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 1, to

read:

1. 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 by the DHHS, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326 and as awarded on 08/09/2021, by the DHHS Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
7. Modify Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, Section 3, to read:
 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-7, Amendment #2.
8. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 5 to read:
 5. The Contractor shall submit an invoice and supporting backup documentation 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.
 - 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.

9. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1 to read:

2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR §200.330.

10. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 7, to read:

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

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

11. Add Exhibit B-6, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

12. Add Exhibit B-7, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

8/31/2021

Date

DocuSigned by:

Katja Fox

ED9005D04C83142

Name: Katja Fox

Title: Director

The Mental Health Center of Greater Manchester, Inc.

8/30/2021

Date

DocuSigned by:

William Rider

BC08F81E3CF3ACE

Name: William Rider

Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

9/1/2021

Date

DocuSigned by:



DocuSign Envelope ID: 08524F54-4275-4A1D-B53E-DA4C22C19AAE

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:

Exhibit B-4
Amendment #2 BudgetNew Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

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

Budget Request for: Community-Based Adverse Childhood Experiences Crisis Team Project

Budget Period: September 30, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 92,772.04	\$ 0,730.00	\$ 93,502.04	\$ 9,500.00	\$ 805.00	\$ 10,305.00	\$ 83,167.21	\$ 7,845.00	\$ 91,012.21
2. Employee Benefits	\$ 32,515.17	\$ 3,020.78	\$ 35,535.95	\$ 3,373.93	\$ 302.55	\$ 3,676.48	\$ 29,141.24	\$ 2,718.21	\$ 31,859.45
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 2,840.10	\$ 525.00	\$ 3,365.10	\$ 325.00	\$ 208.50	\$ 533.50	\$ 2,515.10	\$ 275.50	\$ 2,790.60
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 707.23	\$ 65.20	\$ 772.43	\$ 65.23	\$ 6.70	\$ 72.93	\$ 612.00	\$ 59.50	\$ 671.50
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 265.00	\$ 26.00	\$ 291.00	\$ 250.00	\$ 23.00	\$ 273.00	\$ 15.00	\$ 3.00	\$ 18.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,500.77	\$ 118.84	\$ 1,619.61	\$ 85.18	\$ 8.84	\$ 94.02	\$ 1,413.00	\$ 110.00	\$ 1,523.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Crisis Intervention Training	\$ 6,600.00	\$ 787.12	\$ 7,387.12	\$ 2,250.00	\$ 189.00	\$ 2,439.00	\$ 4,350.00	\$ 500.12	\$ 4,850.12
TOTAL	\$ 139,297.79	\$ 13,278.60	\$ 152,576.39	\$ 15,879.13	\$ 1,716.89	\$ 17,596.02	\$ 123,228.61	\$ 11,550.39	\$ 134,779.00

Indirect As A Percent of Direct

9.5%

Exhibit B-7
Amendment #2 Budget

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

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

Budget Request for: Community-Based Adverse Childhood Experiences Crisis Team Project

Budget Period: July 1, 2022 through September 29, 2022

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	\$ 33,087.29	\$ 3,234.25	\$ 36,321.54	\$ 3,484.79	\$ 315.25	\$ 3,800.04	\$ 29,812.50	\$ 2,919.00	\$ 32,731.50
2. Employee Benefits	\$ 11,777.68	\$ 1,148.50	\$ 12,926.18	\$ 1,219.08	\$ 110.00	\$ 1,329.08	\$ 10,558.60	\$ 1,039.50	\$ 11,598.10
3. Consultants									
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy	\$ 270.00	\$ 18.25	\$ 288.25	\$ 18.50	\$ 1.75	\$ 20.25	\$ 251.50	\$ 14.50	\$ 266.00
8. Current Expenses									
Telephone	\$ 350.00	\$ 44.50	\$ 394.50	\$ 25.00	\$ 2.50	\$ 27.50	\$ 325.00	\$ 44.00	\$ 369.00
Postage									
Subscriptions									
Audit and Legal	\$ 275.00	\$ 31.00	\$ 306.00	\$ 125.00	\$ 15.00	\$ 140.00	\$ 159.00	\$ 18.00	\$ 177.00
Insurance									
Bonded Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontractor/Agreements									
13. Other (specific details mandatory)									
TOTAL	\$ 43,763.97	\$ 4,476.50	\$ 48,240.47	\$ 4,872.37	\$ 444.50	\$ 5,316.87	\$ 42,868.10	\$ 4,032.00	\$ 46,900.10
Indirect As A Percent of Direct		0.0%							

MAR03'21 PM 3:14 RCVD

15 mac



Lori A. Silbier
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

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.	177184-8001	Greater Manchester Community	\$300,000.00	\$1,488.00	\$301,488.00
Greater Nashua Mental Health	154112-8001	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.

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

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.

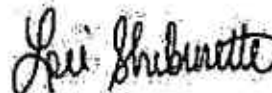
Should the Governor and Executive Council not authorize this request, children within the community who are present during an overdose crisis along with individuals battling an opioid misuse issue may not have access to professional services and supports that concentrate on Adverse Childhood Experiences.

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



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

**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.

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



- 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

08
WR



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

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.

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



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

Designated by:

A handwritten signature in black ink, appearing to read "Catherine Pinos".

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:

**New Hampshire Department of Health and Human Services
Community-Based Adverse Childhood Experiences Crisis Team Project
EXHIBIT B Amendment #1**



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

The Mental Health Center of
Greater Manchester, Inc.

Exhibit B Amendment #1

Contractor Initials

WR

RFP-2019-BDAS-13-COMMU-01-A01

Page 1 of 4

Date 12/31/2020

Rev. 01/08/19

**New Hampshire Department of Health and Human Services
Community-Based Adverse Childhood Experiences Crisis Team Project
EXHIBIT B Amendment #1**



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.

03
WJ

**New Hampshire Department of Health and Human Services
Community-Based Adverse Childhood Experiences Crisis Team Project
EXHIBIT B Amendment #1**



- 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 quarterly 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.

**New Hampshire Department of Health and Human Services
Community-Based Adverse Childhood Experiences Crisis Team Project
EXHIBIT B Amendment #1**



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.

Exhibit B-3 Amendment #1 HCE

New Hampshire Department of Health and Human Services											
Contractor Name: The Mental Health Center of Greater Manchester, Inc.											
Budget Request for: Community-Based Substance Use/Disorder Experienced Crisis Team Project											
RF# 2019-0043-13-COMBUD-01-A01											
Budget Period: SFY21 September 30, 2020 - December 31, 2020 (HCE)											
Line Item	Total Program Cost			Contractor Share/Fund			Funded by DSHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	34,723.77	3,305.04	38,028.81	3,084.81	378.15	3,462.96	32,228.15	2,926.89	35,155.04		25,724.00
2. Employee Benefits	13,876.51	1,177.74	15,054.25	1,384.83	178.35	1,563.18	12,491.68	1,048.54	13,540.22		12,337.82
3. Consultants	1,851.40	174.78	2,026.18	208.85	18.23	227.08	1,642.55	156.55	1,799.10		1,600.00
4. Equipment	-	-	-	-	-	-	-	-	-		-
5. Supplies	251.32	21.48	272.80	25.43	2.38	27.81	226.39	19.10	245.49		225.00
6. Travel	-	-	-	-	-	-	-	-	-		-
7. Occupancy	340.17	29.31	369.48	38.47	3.40	41.87	301.71	25.90	327.61		253.61
8. Current Expenses	341.10	35.20	376.30	42.03	3.91	45.94	304.27	31.29	335.56		271.66
9. Software	1,087.28	101.80	1,189.08	118.88	11.81	130.69	968.40	90.99	1,059.39		1,057.32
10. Marketing/Communications	358.83	33.43	392.26	30.56	2.88	33.44	328.70	30.55	359.25		287.81
11. Staff Education and Training	2,475.85	188.87	2,664.72	235.80	17.80	253.60	2,230.12	171.07	2,401.19		2,083.33
12. Subcontracting services	-	-	-	-	-	-	-	-	-		-
13. Other (specify details monthly)	-	-	-	-	-	-	-	-	-		-
Costs - CTF Training	6,168.54	273.83	6,442.37	678.54	33.53	712.07	5,464.80	240.30	5,705.10		6,000.00
TOTAL	57,592.44	4,763.37	62,355.81	6,753.53	577.57	7,331.10	50,604.31	4,185.80	54,790.11		48,719.88
Indirect As A Percent of Direct 8.3%											

Exhibit B-4 Amendment #1 SOR B

New Hampshire Department of Health and Human Services												
Contractor Name: The Mental Health Center of Greater Manchester, Inc.												
Budget Request for: Community-Based Address Childhood Experiences Crisis Team Project												
RFP-2019-00AS-13-COMM-01-001												
Budget Period: SFY21 January 1, 2021 - June 30, 2021 (50%)												
Line Item	Total Program Cost				Contractor Share / Match				Funded by DHS contract share			
	Direct	Indirect	Total		Direct	Indirect	Total		Direct	Indirect	Total	
1. Total Salary/Wages	\$ 24,372.84	\$ 5,510.87	\$ 29,883.71		\$ 6,515.51	\$ 806.70	\$ 7,322.21		\$ 22,797.33	\$ 4,804.67	\$ 27,602.00	
2. Employee Benefits	\$ 70,763.00	\$ 1,820.00	\$ 72,583.00		\$ 7,385.95	\$ 112.17	\$ 7,498.10		\$ 16,479.02	\$ 1,716.83	\$ 18,195.70	
3. Consultants												
4. Equipment												
5. Rental												
6. Repair and Maintenance												
7. Professional/Representation												
8. Supplies:												
Educational												
Lab												
Pharmacy												
Medical												
Office												
9. Travel												
10. Occupancy	\$ 420.34	\$ 44.83	\$ 465.17		\$ 55.84	\$ 4.91	\$ 60.75		\$ 421.50	\$ 26.77	\$ 448.27	
11. Current Expenses												
Telephone	\$ 674.54	\$ 63.05	\$ 737.59		\$ 74.84	\$ 8.93	\$ 83.77		\$ 603.80	\$ 26.10	\$ 629.90	
Postage												
Scholarships												
Audit and Legal	\$ 137.37	\$ 12.74	\$ 150.11		\$ 19.11	\$ 1.40	\$ 20.51		\$ 122.24	\$ 11.34	\$ 133.58	
Insurance												
Board Expenses												
12. Software	\$ 863.10	\$ 80.34	\$ 943.44		\$ 85.18	\$ 8.84	\$ 94.02		\$ 789.64	\$ 71.37	\$ 861.01	
13. Marketing/Communications												
14. Staff Education and Training												
15. Subcontract/Agreements												
16. Other (separate details mandatory)												
TOTAL	\$ 82,347.19	\$ 7,840.43	\$ 90,187.62		\$ 9,047.19	\$ 840.43	\$ 9,887.62		\$ 71,998.64	\$ 6,800.80	\$ 78,799.44	
Indirect As A Percent of Direct 9.3%												

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

RF#2019-BDAS-13-COMM-01

Budget Period: SFY22 July 1, 2021 - September 30, 2021 (SORM)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	\$ 30,171.33	\$ 2,807.81	\$ 32,979.14	\$ 3,518.33	\$ 306.31	\$ 3,824.64	\$ 26,837.50	\$ 2,494.50	\$ 29,332.00
2. Employee Benefits	\$ 10,508.00	\$ 980.95	\$ 11,540.95	\$ 1,161.00	\$ 107.01	\$ 1,268.01	\$ 8,300.30	\$ 673.07	\$ 8,973.37
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Personnel/Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. LEO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. Occupancy	\$ 165.11	\$ 14.25	\$ 179.36	\$ 17.81	\$ 1.64	\$ 19.45	\$ 147.50	\$ 13.24	\$ 160.74
16. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Telephone	\$ 235.18	\$ 21.01	\$ 256.19	\$ 24.55	\$ 2.31	\$ 26.86	\$ 201.30	\$ 18.70	\$ 220.00
18. Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Audit and Legal	\$ 6.08	\$ 0.55	\$ 6.63	\$ 0.64	\$ 0.06	\$ 0.70	\$ 5.34	\$ 0.49	\$ 5.83
21. Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. Information/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26. Subcontractors/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 41,173.60	\$ 3,820.22	\$ 44,993.82	\$ 4,522.60	\$ 420.22	\$ 4,942.82	\$ 31,000.00	\$ 2,400.00	\$ 33,400.00
Indirect As A Percent of Direct		9.3%							



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 Behavioral 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.

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

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.

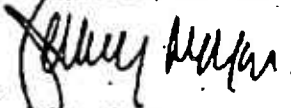
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

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, HMS:
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	\$ 230,568.38
SFY 2021	102-500731	Contract for Prog Svcs	92057040	\$ 89,433.62
			<i>Sub-Total</i>	<i>\$ 300,000.00</i>

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
			<i>Sub-Total</i>	<i>\$ 300,000.00</i>

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

1. **The Mental Health Center of Greater Manchester**
2. **Riverbend Community Mental Health, Inc.**
3. **Greater Nashua Mental Health**

Maximum Points	Actual Points
470	353
470	350
470	432

Reviewer Names

1. **Erica Ungaretz, Administrator IV-DBH**
2. **Jim 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)

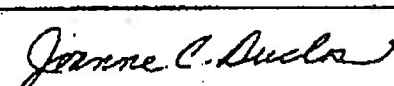
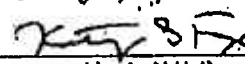
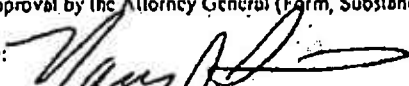
Subject: Community-Based Adverse Childhood Experiences Crisis Team Project (RFP-2019-BDAS-13-COMMU)

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 		1.12 Name and Title of Contractor Signatory William Ricker, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>August 19, 2019</u> , 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]			
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  Date: <u>8/20/19</u>		1.15 Name and Title of State Agency Signatory Kristja 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: <u>9/3/2019</u>			
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

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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



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

Exhibit A

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

LMH
8/19/19



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

Exhibit A

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;



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

Exhibit A

- 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.

WTL
8/19/19



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

Exhibit A

- 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.



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

Exhibit A

- 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;

1000
8/19/19



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

Exhibit A

- 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.



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

Exhibit A

- 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).
- 2.28. 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.

WPK
8/19/19



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

Exhibit A

- 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;

WPK
8/19/19



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

Exhibit A

- 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,

WHL
8/19/19



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

Exhibit A

- 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

10/19/19
8/19/19



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

Exhibit A

- 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)

LMH
8/19/19



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

Exhibit A

- 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.

WTR
8/19/19



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

Exhibit A

- 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.



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

Exhibit A

- 2.33.2.2. 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;

[Handwritten Signature]
8/19/19



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

Exhibit A

- 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.

WMC
8/19/19



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

Exhibit A

- 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.

LMK
8/19/19



**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

LMR
8/19/19



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

Exhibit B

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.

The Mental Health Center of
Greater Manchester, Inc.

RFP-2018-BDAS-13-COMMU

Exhibit B

Page 2 of 2

Contractor Initials

Date

UAD
8/19/19

Community-Based Adverse Childhood
Experiences Crisis Team Project

Exhibit B-1 Budget

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-2019-0045-13-COMM-U-01

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 181,600.83	\$ 13,213.33	\$ 174,814.17	\$ 8,000.00	\$ 783.33	\$ 8,783.33	\$ 133,600.83	\$ 12,430.00	\$ 146,030.83
2. Employee Benefits	\$ 54,531.87	\$ 6,666.67	\$ 61,198.53	\$ 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	\$ 18.67	\$ 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	\$ 3,818.67	\$ 333.33	\$ 4,152.00	\$ 1,833.33	\$ 166.67	\$ 2,000.00	\$ 2,063.33	\$ 186.67	\$ 2,250.00
6. Travel	\$ 2,918.67	\$ 270.83	\$ 3,189.50	\$ 2,063.33	\$ 187.50	\$ 2,250.83	\$ 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	\$ 286.67	\$ 2,578.33
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,500.00	\$ 229.17	\$ 2,729.17	\$ 833.33	\$ 83.33	\$ 916.67	\$ 1,666.67	\$ 143.83	\$ 1,810.50
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	\$ 167.50	\$ 1,209.17	\$ 1,041.67	\$ 167.50	\$ 1,209.17	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - EMR	\$ 8,000.00	\$ 533.33	\$ 8,533.33	\$ 3,333.33	\$ 325.00	\$ 3,658.33	\$ 2,866.67	\$ 208.33	\$ 3,075.00
10. Marketing/Communications	\$ 1,458.33	\$ 178.17	\$ 1,636.50	\$ 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. Subcontract/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	\$ 73.00	\$ 862.50	\$ 935.50
13b. Other - CIT Training - MPO	\$ 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	\$ 22,709.17	\$ 304,291.67	\$ 33,354.17	\$ 5,837.50	\$ 39,191.67	\$ 224,228.33	\$ 21,771.67	\$ 246,000.00

Indirect As A Percent of Direct

9.0%

Community-Based Adverse Childhood Experiences
Crisis Team Project

Exhibit B-2 Budget

New Hampshire Department of Health and Human Services									
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD									
Bladder/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									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	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	\$ 10,806.33	\$ 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	\$ 763.34	\$ 66.66	\$ 830.00	\$ 366.67	\$ 33.33	\$ 400.00	\$ 416.67	\$ 33.33	\$ 450.00
6. Travel	\$ 563.34	\$ 54.17	\$ 617.51	\$ 416.67	\$ 37.50	\$ 454.17	\$ 166.67	\$ 16.67	\$ 183.34
7. Occupancy	\$ 2,066.66	\$ 366.66	\$ 2,433.32	\$ 2,606.33	\$ 333.33	\$ 2,941.66	\$ 456.33	\$ 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	\$ 105.67	\$ 1,305.67	\$ 666.67	\$ 65.00	\$ 731.67	\$ 533.33	\$ 41.67	\$ 575.00
10. Marketing/Communications	\$ 291.67	\$ 35.84	\$ 327.51	\$ 250.00	\$ 20.17	\$ 270.17	\$ 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	\$ 20.17	\$ 295.17	\$ 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	\$ 118.66	\$ 1,285.33
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	9.6%								

New Hampshire Department of Health and Human Services
Exhibit C



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 Contractor's 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;

Exhibit C - Special Provisions

Contractor Initials

Date

[Signature]
8/12/19

New Hampshire Department of Health and Human Services
Exhibit C



- 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.

New Hampshire Department of Health and Human Services
Exhibit C



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

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

Exhibit C - Special Provisions

Contractor Initials

Date

WHL
8/19/19

New Hampshire Department of Health and Human Services
Exhibit C



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdls/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

MA
8/19/18

New Hampshire Department of Health and Human Services
Exhibit C



- 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.

[Handwritten Signature]
8/19/19

New Hampshire Department of Health and Human Services
Exhibit C-1



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.

1/18/19
8/19/19

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

WPC
8/19/19

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Initials

Date

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

The Mental Health Center of Greater Manchester

August 19, 2019
Date

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

Exhibit E - Certification Regarding Lobbying

Vendor Initials

Date

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

WAL
8/19/19

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

The Mental Health Center of Greater Manchester

August 19, 2019
Date

William J. Rider
Name:

President/CEO
Title:

Vendor Initials

WJR
Date *8/19/19*

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

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

Vendor Initials

WAK

6/27/14
Rev. 10/2/14

Page 1 of 2

Date

2/19/19

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name:

The Mental Health Center of Greater Manchester

August 19, 2019
Date

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

Exhibit G

Vendor Initials

WR

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

8/19/19

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

The Mental Health Center of Greater Manchester

August 19, 2019
Date

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

WR
8/19/19

New Hampshire Department of Health and Human Services



Exhibit I

**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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Vendor Initials

Date

WTK
8/19/14

New Hampshire Department of Health and Human Services

Exhibit I



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

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

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

[Signature]
8/19/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

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

[Signature]
8/19/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Vendor Initials

Date

WJ
8/19/19

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Exhibit I
Health Insurance Portability and Accountability Act
Business Associate Agreement
Page 5 of 6

Vendor Initials

Date

10/1/19
8/19/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

8/19/19
Date

The Mental Health Center of Greater Manchester
Name of the Vendor

William Rider
Signature of Authorized Representative

William Rider
Name of Authorized Representative

President/CEO
Title of Authorized Representative

August 19, 2019
Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

The 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 at Greater Manchester

August 19, 2019
Date

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

WKR
8/19/19

New Hampshire Department of Health and Human Services
Exhibit J

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: _____

MTU
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

WTH
8/19/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

WTR
8/19/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

WTH
8/14/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

WJL
8/12/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

[Handwritten Signature]
8/19/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

[Handwritten Signature]
8/19/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

[Signature]
8/19/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

[Handwritten Signature]
8/19/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #4**

This Amendment to the Community-Based Adverse Childhood Experiences Crisis Team Project contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 18, 2019 (Item #20A), and as amended on March 24, 2021 (Item #15), and amended on October 13, 2021 (Item #37), and as most recently amended on December 7, 2022 (Item #9) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended 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, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$877,819
3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A – Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B – Amendment #1, Methods and Conditions Precedent to Payment, Section 1, to read:
 1. This Agreement is funded with 100% Federal funds from the State Opioid Response (SOR) Grant, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Listing Number (ALN) 93.788, as awarded on:
 - 1.1. 09/30/2018, FAIN H79TI081685;
 - 1.2. 09/30/2020, FAIN H79TI083326;
 - 1.3. 08/09/2021, FAIN H79TI083326;
 - 1.4. 9/23/22, FAIN H79TI085759; and
 - 1.4. 09/01/2023, FAIN H79TI085759
5. Modify Exhibit B – Amendment #1, Methods and Conditions Precedent to Payment, Section 2, to read:
 2. 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-11, Amendment #4, SOR III Budget.
6. Modify Exhibit B – Amendment #1, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, Paragraph 4.1.3, Subparagraph 4.1.3.1, to add Parts 4.1.3.1.9 through 4.1.3.1.11,

The Community Council of Nashua, N.H.

d/b/a Greater Nashua Mental Health

RFP-2019-BDAS-13-COMMU-02-A04

A-S-1.2

Page 1 of 4

Contractor Initials

Date 11/29/2023

DS
CW

as follows:

- 4.1.3.1.9. Promotional items including, but not limited to, clothing and commemorative items with added logos for distribution to clients and the community, including but not limited to, pens, mugs/cups, folders/folios, lanyards, and conference bags. See 45 CFR 75.421(e)(3)
- 4.1.3.1.10. Direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. See 42 U.S.C. § 1320a-7b
- 4.1.3.1.11. Sterile needles or syringes for the hypodermic injection of any illegal drug.
- 3. Add Exhibit B-10, Amendment #4, SOR III Budget, which is attached hereto and incorporated by reference herein.
- 4. Add Exhibit B-11, Amendment #4, SOR III Budget, which is attached hereto and incorporated by reference herein

DS
CW

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 29, 2023, upon Governor and 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

11/30/2023

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

The Community Council of Nashua, N.H.
d/b/a Greater Nashua Mental Health

11/29/2023

Date

DocuSigned by:

Cynthia L Whitaker, PsyD

Name: Cynthia L Whitaker, PsyD

Title: President and CEO

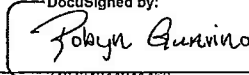
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/1/2023

Date

DocuSigned by:



Name: Robyn Guarino

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:



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

Exhibit A

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 individuals 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 prevention services are available to children ages 0 to 18 years of age and their families directly affected by a substance misuse event in their service areas of the Greater Nashua community, which includes:
 - 1.5.1. Nashua;
 - 1.5.2. Merrimack;
 - 1.5.3. Hudson; and
 - 1.5.4. Milford.

2. Scope of Services

- 2.1. The Contractor's Adverse Childhood Experience (ACEs) Crisis Prevention Team services shall be initially provided by a quick, seamless, responsive system that can expand as needed to meet the community's need for community-based ACEs response by a combination of Master's (MA) level youth-focused clinician's and Recovery Support workers.
 - 2.1.1. Team staff will have access, 24 hours a day, seven days a week (24/7) to additional supports, for consultation regarding youth



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

Exhibit A

- mental health crises and the resolution of any issues or concerns that may arise, from:
- 2.1.1.1. Youth-focus Master's level clinicians;
 - 2.1.1.2. On-call psychiatrist or Advanced Practice Registered Nurse (APRN);
 - 2.1.1.3. Supervisory staff; and
 - 2.1.1.4. Administrator-on-call.
- 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 Prevention Team shall conduct assessments and assist where youth and substance misuse events intersect, to ensure that risk for suicide is evaluated and communicated to project partners, including, but not limited to NH Rapid Response (NH RR) for emergency room diversion.
- 2.4. The Crisis Prevention Team shall be accessed through the Contractor's identified telephone number either directly or through the NH RR Access Point, which will be monitored daily by a mental health professional clinician who specializes in children's behavioral health and is specifically trained and skilled in crisis prevention and triage.
- 2.4.1. The Contractor shall ensure children and their families have access to appropriate and timely support and services, which may include, but are not limited to:
 - 2.4.1.1. NH 2-1-1;
 - 2.4.1.2. Schools;
 - 2.4.1.3. Doorways;
 - 2.4.1.4. Law Enforcement;
 - 2.4.1.5. Mental Health Providers;
 - 2.4.1.6. Division for Children, Youth and Families (DCYF);
 - 2.4.1.7. Community Programs; and
 - 2.4.1.8. Family Services Centers.
- 2.5. The Contractor's Crisis Prevention Team shall provide phone and/or email triage services for all individuals requesting or requiring contact with the team.
- 2.6. The Contractor shall have a clinician available 24 hours a day to provide consultation to individuals requesting or requiring contact with the team.
- 2.7. The Contractor shall provide same day or next day appointments with the Crisis Prevention Team to youth and families who experienced or were present during

CW



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

Exhibit A

- a substance misuse event. Appointments will be available at the Contractor's location or in the community, provided the police confirm the location has been "cleared" and is determined safe.
- 2.8. The Contractor's Crisis Prevention Team staff member shall assess the identified young person's need for further services and partner coordination, including emergency medical services.
- 2.9. The Contractor's clinician answering the call or email shall use GNMH's electronic health record (EHR) to ascertain if the youth present at the event 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.
- 2.10. The Contractor's Emergency Services Team shall provide phone triage and crisis prevention services for all individuals requesting or requiring contact with the team.
- 2.10.1. Response time shall be face-to-face within one hour of engaging with individuals seeking services for the youth in or at risk of crisis.
- 2.10.2. Crisis Prevention Team master's level clinicians shall determine from input from individual, the best level or type of person-centered response to de-escalate, prevent or stabilize the crisis event as quickly and safely as possible, which includes but is not limited to youth-focused community resources and supports.
- 2.10.2.1. Assessment shall 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.
- 2.11. The Contractor shall ensure coordination with NH RR system, that provides 24/7 behavioral health crisis response anywhere in the community.
- 2.11.1. Duplication of services shall be avoided through a centralized triaging of incoming calls, clarifying workflows and partner coordination, ensuring that the correct resource and services are provided to the individual in need.
- 2.12. The Contractor's Crisis Prevention Clinician and the Recovery Support Worker shall use the SAFER Model to guide their interactions, which defines the tasks

DS
CW



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

Exhibit A

of immediate crisis response as:

- 2.12.1. Stabilize the situation;
 - 2.12.2. Acknowledge the crisis;
 - 2.12.3. Facilitation of understanding;
 - 2.12.4. Encouragement of adaptive coping; and
 - 2.12.5. Restoration of independent functioning or referral for continued care.
- 2.13. The Contractor shall provide crisis intervention services within 24 hours of engagement or referral call to children who are present in situations where a family or household member experiences a substance misuse event and to children and families experiencing acute distress in Nashua or Hudson. The Contractor shall ensure intervention services include, but are not limited to:
- 2.13.1. Staffing a 24/7 phone line and email.
 - 2.13.2. Coordinating with local first responders.
 - 2.13.3. Contracting with a recovery community organization.
 - 2.13.4. Using a standard screening protocol.
 - 2.13.5. Providing other screening and crisis stabilization services as necessary.
 - 2.13.6. Providing referrals and linkages to services.
 - 2.13.7. Providing transportation, as necessary.
- 2.14. 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.
- 2.15. The Contractor's array of comprehensive behavioral health services include, but are not limited to:
- 2.15.1. Individual, Couples, Family, and Group Therapy for Adults and Children;
 - 2.15.2. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH);
 - 2.15.3. Community Support Services for individuals with co-occurring disorders and First Episode Psychosis (FEP) services;
 - 2.15.4. Assertive Community Treatment (ACT) Teams for Adults and Intensive



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

Exhibit A

- Children and Family Services (ICAFS);
- 2.15.5. Psychiatric Evaluation and Treatment for Adults and Children;
 - 2.15.6. Mental Health Court Program;
 - 2.15.7. 24-Hour Emergency Services;
 - 2.15.8. Substance Use Disorder Services using the MATRIX Curriculum;
 - 2.15.9. Treatment Court Program for Hillsborough County Superior Court Southern District;
 - 2.15.10. Illness Management and Recovery (IMR);
 - 2.15.11. School-Based Behavioral Health Services;
 - 2.15.12. Child Impact Seminars for Parents; and
 - 2.15.13. Homeless Outreach Services.
- 2.16. The Contractor's Crisis Prevention Team Clinician 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. Engagement should continue until further services are no longer needed as determined by the Contractor and young person.
- 2.17. The Crisis Prevention Team shall focus on providing psychological first aid by:
- 2.17.1. Asking the child and family about the situation;
 - 2.17.2. Providing information about stress and common reactions; and
 - 2.17.3. Conducting a screening to determine an appropriate plan for follow up, which includes, but is not limited to:
 - 2.17.3.1. The Ages and Stages Questionnaire (ASQ) for children under the age of 5 ½ years of age; and
 - 2.17.3.2. 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
 - 2.17.3.3. 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.
- 2.18. The Contractor's Crisis Prevention Team assessments shall result in a treatment plan that outlines:
- 2.18.1. The needed interventions and supports to stabilize the youth and

DS
CW



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

Exhibit A

- family's crisis as rapidly as possible;
- 2.18.2. Promote a return to a pre-crisis level of functioning; and
- 2.18.3. Include follow up by the Response Team.
- 2.19. The Contractor's Crisis Prevention Team staff shall keep clients engaged following a crisis and ensure that they have connected with treatment and services discussed to prevent future crisis.
 - 2.19.1. The Crisis Prevention Team staff shall provide post-crisis follow-up in person and through phone calls to all individuals within 24 hours of the initial contact;
 - 2.19.2. Follow-up appointments, scheduled at the initial appointment 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.
 - 2.19.3. A phone call to the parent or caregiver 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.
- 2.20. The Crisis Prevention Team shall provide developmentally appropriate information for the age of the youth(s) involved.
 - 2.20.1. For children under the age of 5 1/2 years, the Crisis Prevention Team members shall provide the Intervention Activity Sheet that coincides with the youth's age(s) from the ASQ-3.
 - 2.20.2. The Crisis Prevention 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.
- 2.21. The Contractor shall ensure collaboration between the ACES and MCRT programs to establish protocols and work together to prevent duplication of services.
- 2.22. 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.
- 2.23. The Contractor shall continue its relationship with:
 - 2.23.1. Many of the schools in its service area within which they provide direct

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

Exhibit A

Contractor Initials

CUW

RFP-2019-BDAS-13-COMMU-02-A04

Page 6 of 11

Date 11/29/2023



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

Exhibit A

behavioral health services to youth; and

- 2.23.2. The DCYF for assistance in evaluation for the need of mental health services for those they support in the Contractor's region.
- 2.24. The Contractor shall have multiple levels of staff in order to have the flexibility to respond to multiple concurrent crisis if needed.
- 2.25. The Contractor shall accept calls and emails from the Nashua, Merrimack, and Hudson Police Departments, American Medical Response (AMR) and the Doorways.
- 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 populations.
- 2.29. The Contractor shall ensure services described in Subsections 2.1 through 2.28 are provided in Nashua and Hudson.

3. ACERT – Scope of Services

- 3.1. The Contractor shall ensure services in this section are provided in the towns of Milford and Merrimack.
 - 3.1.1. The Contractor shall receive and respond to referrals from Police Departments following police interaction that may, or may not, initially present as a substance misuse event, where a child 0 to 18 years of age was present. Referral interactions include, but are not limited to:
 - 3.1.1.1. Parental substance misuse.

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

Exhibit A

Contractor Initials

DS
CW

RFP-2019-BDAS-13-COMMU-02-A04

Page 7 of 11

Date 11/29/2023



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

Exhibit A

- 3.1.1.2. Domestic violence.
- 3.1.1.3. Child maltreatment.
- 3.1.1.4. Persistent poverty.
- 3.1.1.5. Parental mental health challenges.
- 3.1.2. The Contractor shall meet, at a minimum of one (1) hour biweekly, with the Adverse Childhood Experiences Response Teams (ACERT) to review cases and referrals.
- 3.1.3. The Contractor shall respond to ACERT four (4) hours per week, Wednesdays 4:00 pm – 8:00 pm
- 3.1.4. The Contractor shall complete brief basic needs assessments as stated in Section 2.13 and 2.14, and recommend referrals to community partner agencies, as appropriate
- 3.1.5. The Contractor shall provide services to children and families regardless of their ability to pay and shall use the sliding fee discounts mechanism when necessary.

4. Reporting

- 4.1. The Contractor shall submit monthly statistical reports to the Department on the fifteenth (15th) day of each month of de-identified client level data. These monthly reports shall be submitted using the template provided by the Department.
- 4.2. 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.
- 4.3. 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.

5. Staffing

- 5.1. 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:
 - 5.1.1. Mental Health Professional Clinician whose duties shall encompass answering the 24/7 phone line;
 - 5.1.2. One (1) .5 FTE ACES Coordinator whose duties shall be for coordinating the on-call schedule of ACES Clinicians and on call Clinicians;
 - 5.1.3. Master's level Clinicians whose duties shall encompass crisis

DS
CW



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

Exhibit A

assessments, interventions and documentation.

5.1.4. An on-call APRN or MD to take calls from staff for consultation;

5.2. The Contractor's contracted staff are as follows:

5.2.1. 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;

5.2.2. Other Resources including on-call staff who are trained in services and are able to provide backup.

5.3. The Contractor shall be fully staffed within 60 (sixty) days of contract effective date, or shall work with the Department to determine an alternative staffing plan.

6. Performance Measure

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

7. State Opioid Response (SOR) Grant Standards

7.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

7.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

7.2.1. Completed and documented in the individual's file; and

7.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

7.3. The Contractor shall ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.

7.4. The Contractor shall coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.

7.4.1. The Contractor shall submit a detailed plan within thirty (30) days of contract effective date for ensuring GPRA completion for all clients receiving SOR funding.

DS
CW



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

Exhibit A

- 7.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor shall ensure:
- 7.5.1. Treatment in this context includes the treatment of OUD/StimUD.
 - 7.5.2. Grant funds are not provided to any individual who or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders.
 - 7.5.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 7.6. The Contractor shall ensure Naloxone kits are available to individuals, utilizing SOR funding.
- 7.7. If the Contractor intends to distribute test strips, the Contractor shall provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:
- 7.7.1. Internal policies for the distribution of test strips;
 - 7.7.2. Distribution methods and frequency; and
 - 7.7.3. Other key data as requested by the Department.
- 7.8. The Contractor shall provide services as referenced in Section 2.1.1. to eligible individuals who:
- 7.8.1. Receive MOUD services from other providers, including the individual's primary care provider;
 - 7.8.2. Have co-occurring mental health disorders; or
 - 7.8.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 7.9. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 7.10. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
- 7.11. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
- 7.12. The Contractor shall comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration (SAMHSA)^{ps} and

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

Exhibit A

Contractor Initials CW

RFP-2019-BDAS-13-COMMU-02-A04

Page 10 of 11

Date 11/29/2023



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

Exhibit A

other Federal terms, conditions, and requirements, and as amended, and shall collaborate with the Department to understand the aforesaid.

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

RFP-2019-BDAS-13-COMMU-02-A04

Exhibit A

Page 11 of 11

Contractor Initials 
Date 11/29/2023

Exhibit B-10 Amendment #4, SOR III Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	The Community Council of Nashua, NH d/b/a Greater Nashua M	
Budget Request for:	Community-Based Adverse Childhood Experiences Crisis Team	
Budget Period	SFY24 (9/30/23 - 6/30/24)	
Indirect Cost Rate (if applicable)	6%	
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$95,765	\$0
2. Fringe Benefits	\$12,564	\$0
3. Consultants	\$6,000	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
5.(a) Supplies - Educational	\$4,000	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$3,330	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
Other - Telephone	\$2,513	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$124,172	\$0
Total Indirect Costs	\$7,078	\$0
TOTAL	\$131,250	\$0

Contractor:



Exhibit B-11 Amendment #4, SOR III Budget

New Hampshire Department of Health and Human Services		
Contractor Name: The Community Council of Nashua, NH d/b/a Greater Nashua M		
Budget Request for: Community-Based Adverse Childhood Experiences Crisis Team		
Budget Period SFY25 (7/1/24-9/29/24)		
Indirect Cost Rate (if applicable) 6%		
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$31,253	\$0
2. Fringe Benefits	\$4,100	\$0
3. Consultants	\$2,000	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2.CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
5.(a) Supplies - Educational	\$1,490	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$1,410	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
Other - Telephone	\$1,138	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$41,391	\$0
Total Indirect Costs	\$2,359	\$0
TOTAL	\$43,750	\$0

Contractor:



State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 63050

Certificate Number: 0006206726



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp.

David M. Scanlan
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 807172

Certificate Number: 0006206714



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, James R. Jordan, 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
November 29, 2023, 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 affect 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: 11/29/2023

James R. Jordan

Signature of Elected Officer

Name: James R. Jordan

Title: Board Chair

Greater Nashua Mental Health



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2023

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 Street Nashua NH 03064		CONTACT NAME: Kimberly H. Gutekunst, CIC PHONE (A/C, No, Ext): 603-882-2766 E-MAIL ADDRESS: kgx@eatonberube.com FAX (A/C, No):	
INSURED The Community Council of Nashua NH, Inc dba Greater Nashua Mental Health 100 West Pearl Street Nashua NH 03060		COMCO3	
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A : Scottsdale Insurance Co		20672	
INSURER B : Concord General Mutual			
INSURER C : Granite State Health Care & Human Services Self In			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 804356637

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		OPS1586198	11/12/2023	11/12/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		20038992	11/12/2023	11/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		UMS2000006	11/12/2023	11/12/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	HCHS20220000591	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986		OPS1586198	11/12/2023	11/12/2024	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.

NH DHHS is listed as additional insured per written contract.

CERTIFICATE HOLDER

CANCELLATION 30 days/10 days non-payment

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



Greater Nashua
Mental Health

Mission Statement of Greater Nashua Mental Health

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



FINANCIAL STATEMENTS

June 30, 2022

(With Comparative Totals for June 30, 2021)

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

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

Opinion

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, 2022, 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.

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, 2022, 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.

Basis for Opinion

We conducted our audit in accordance with U.S. generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health
Page 2

In performing an audit in accordance with U.S. generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited the Organization's 2021 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 28, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 31, 2022

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

Statement of Financial Position

**June 30, 2022
(With Comparative Totals for June 30, 2021)**

	<u>2022</u>	<u>2021</u>
ASSETS		
Cash and cash equivalents	\$ 15,290,931	\$11,248,237
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$222,078 in 2022 and \$226,715 in 2021	1,356,320	1,868,512
Investments	1,990,726	2,145,270
Prepaid expenses	253,732	282,051
Property and equipment, net	<u>3,117,476</u>	<u>2,798,099</u>
Total assets	<u>\$ 22,009,185</u>	<u>\$18,342,169</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 273,782	\$ 221,939
Accrued payroll and related activities	1,821,811	1,169,301
Accrued vacation	520,835	483,361
Estimated third-party liability	683,358	-
Deferred revenue	<u>95,181</u>	<u>350,466</u>
Total liabilities	<u>3,394,967</u>	<u>2,225,067</u>
Net assets		
Without donor restrictions		
Undesignated	15,998,231	13,370,028
Board designated	<u>2,302,975</u>	<u>2,418,378</u>
Total without donor restrictions	18,301,206	15,788,406
With donor restrictions	<u>313,012</u>	<u>328,696</u>
Total net assets	<u>18,614,218</u>	<u>16,117,102</u>
Total liabilities and net assets	<u>\$ 22,009,185</u>	<u>\$18,342,169</u>

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

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

Statement of Activities and Changes in Net Assets

**Year Ended June 30, 2022
(With Comparative Totals for Year Ended June 30, 2021)**

	2022			Total 2021
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	
Revenues and support				
Program service fees, net	\$ 18,583,127	\$ -	\$ 18,583,127	\$ 18,020,296
New Hampshire Bureau of Behavioral Health	4,018,116	-	4,018,116	3,390,523
Federal and state grants	927,473	-	927,473	871,173
Rental income	7,817	-	7,817	6,943
Contributions and support	154,903	-	154,903	137,705
Paycheck Protection Program (PPP) funding	-	-	-	2,071,084
Other	389,089	-	389,089	1,165,403
Total revenues and support	<u>24,080,525</u>	<u>-</u>	<u>24,080,525</u>	<u>25,663,127</u>
Expenses				
Program services				
Children's and adolescents' services	2,794,767	-	2,794,767	2,133,451
Adult services	5,752,634	-	5,752,634	5,080,510
Older adult services	590,749	-	590,749	561,822
Deaf services	489,789	-	489,789	384,316
Substance abuse disorders	797,363	-	797,363	678,873
Medical services	1,790,913	-	1,790,913	1,642,608
Other programs	3,154,994	-	3,154,994	2,044,300
Total program services	<u>15,371,209</u>	<u>-</u>	<u>15,371,209</u>	<u>12,525,880</u>
General and administrative	6,034,152	-	6,034,152	5,673,236
Development	46,961	-	46,961	33,390
Total expenses	<u>21,452,322</u>	<u>-</u>	<u>21,452,322</u>	<u>18,232,506</u>
Income from operations	<u>2,628,203</u>	<u>-</u>	<u>2,628,203</u>	<u>7,430,621</u>
Other income (loss)				
Investment return, annual appropriation	-	-	-	45,003
Investment return, net of fees and annual appropriation	25,094	3,590	28,684	(12,898)
Realized and unrealized (losses) gains on investments	(140,497)	(19,274)	(159,771)	303,297
Total other (loss) income	<u>(115,403)</u>	<u>(15,684)</u>	<u>(131,087)</u>	<u>335,402</u>
Excess of revenues and support and other income over expenses and change in net assets	2,512,800	(15,684)	2,497,116	7,766,023
Net assets, beginning of year	<u>15,788,406</u>	<u>328,696</u>	<u>16,117,102</u>	<u>8,351,079</u>
Net assets, end of year	<u>\$ 18,301,206</u>	<u>\$ 313,012</u>	<u>\$ 18,614,218</u>	<u>\$ 16,117,102</u>

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

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

Statement of Functional Revenues and Expenses

Year Ended June 30, 2022

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total
Revenues and support and other income											
Program service fees, net	\$ 4,486,775	\$ 9,484,255	\$ 1,663,659	\$ 671,241	\$ 314,292	\$ 1,127,279	\$ 834,235	\$ 18,581,736	\$ 1,391	\$ -	\$ 18,583,127
New Hampshire Bureau of Behavioral Health	225,410	1,117,069	1,450	326,658	487,758	160	1,800,360	3,958,865	59,251	-	4,018,116
Federal and state grants	250,241	50,000	-	-	1,000	-	626,232	927,473	-	-	927,473
Rental income	-	-	-	-	-	-	-	-	7,817	-	7,817
Contributions and support	-	500	-	-	-	-	41,443	41,943	1	112,959	154,903
Net investment loss	-	-	-	-	-	-	-	-	(131,087)	-	(131,087)
Other	-	373,425	-	-	1,000	-	-	374,425	14,664	-	389,089
Total revenues and support and other income (loss)	<u>\$ 4,962,426</u>	<u>\$ 11,025,249</u>	<u>\$ 1,665,109</u>	<u>\$ 997,899</u>	<u>\$ 804,050</u>	<u>\$ 1,127,439</u>	<u>\$ 3,302,270</u>	<u>\$ 23,884,442</u>	<u>\$ (47,963)</u>	<u>\$ 112,959</u>	<u>\$ 23,949,438</u>

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

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

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2022

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total
Total revenues and support and other income (loss)	\$ 4,962,426	\$ 11,025,249	\$ 1,665,109	\$ 997,899	\$ 804,050	\$ 1,127,439	\$ 3,302,270	\$ 23,884,442	\$ (47,963)	\$ 112,959	\$ 23,949,438
Expenses											
Salaries and wages	2,020,764	3,957,308	456,149	323,194	618,816	1,488,980	2,191,351	11,056,562	3,072,502	20,439	14,149,503
Employee benefits	409,415	725,938	63,799	44,090	81,196	173,686	339,729	1,837,853	434,761	6,608	2,279,222
Payroll taxes	207,052	315,619	36,586	26,228	49,157	95,863	174,425	904,930	191,684	1,602	1,098,216
Professional services	13,133	24,370	867	57,152	13,189	12,425	133,869	255,005	416,225	10,500	681,730
Staff development and recognition	5,721	11,335	809	5,714	12,550	3,719	8,738	48,586	72,708	-	121,294
Utilities	-	1,630	-	-	-	-	-	1,630	142,551	-	144,181
Occupancy	5	29,084	-	-	-	-	94,620	123,709	361,392	-	485,101
Supplies and equipment	17,712	12,914	-	2,214	3,085	3,353	105,644	144,922	229,411	253	374,586
Software and technology	1,125	100	-	-	-	600	4,959	6,784	384,825	1,811	393,420
Travel and meals	48,874	96,645	15,285	18,310	2,370	-	10,663	192,147	6,839	-	198,986
Communications	13,060	36,937	4,753	4,687	2,501	862	32,826	95,626	278,256	4,875	378,757
Client support	21,092	98,618	8	14	2,000	-	3,128	124,860	13,716	-	138,576
Insurance	-	1,414	-	-	-	-	4,883	6,297	278,949	-	285,246
Dues and publications	4,400	263	-	175	190	180	253	5,461	62,077	50	67,588
Other	-	370,249	-	-	-	-	903	371,152	29,498	563	401,213
Depreciation	32,414	70,210	12,493	8,011	12,309	11,245	49,003	195,685	58,758	260	254,703
Total expenses before allocation	2,794,767	5,752,634	590,749	489,789	797,363	1,790,913	3,154,994	15,371,209	6,034,152	46,961	21,452,322
General and administrative allocation	1,645,861	3,598,396	478,589	224,605	334,840	(663,474)	457,784	6,076,601	(6,082,115)	5,514	-
Total expenses	4,440,628	9,351,030	1,069,338	714,394	1,132,203	1,127,439	3,612,778	21,447,810	(47,963)	52,475	21,452,322
Change in net assets	\$ 521,798	\$ 1,674,219	\$ 595,771	\$ 283,505	\$ (328,153)	\$ -	\$ (310,508)	\$ 2,436,632	\$ -	\$ 60,484	\$ 2,497,116

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

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

Statement of Cash Flows

**Year Ended June 30, 2022
(With Comparative Totals for Year Ended June 30, 2021)**

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ 2,497,116	\$ 7,766,023
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	254,703	264,510
Net realized and unrealized losses (gains) on investments	159,771	(303,297)
Loss on disposal of assets	-	155,387
Changes in operating assets and liabilities		
Accounts receivable	512,192	685,302
Prepaid expenses	28,319	(146,036)
Accounts payable and accrued expenses	68,755	(22,783)
Accrued payroll and related activities	652,510	(171,105)
Accrued vacation	37,474	22,818
Estimated third-party liability	683,358	(18,681)
Deferred revenue	(255,285)	345,514
PPP funding	-	(2,052,284)
Net cash provided by operating activities	<u>4,638,913</u>	<u>6,525,368</u>
Cash flows from investing activities		
Purchases of investments	(973,632)	(1,087,243)
Proceeds from the sale of investments	968,405	1,062,635
Purchase of property and equipment	<u>(590,992)</u>	<u>(209,296)</u>
Net cash used by investing activities	<u>(596,219)</u>	<u>(233,904)</u>
Cash flows from financing activities		
Principal payments on notes payable	-	(1,384,204)
Net increase in cash and cash equivalents	4,042,694	4,907,260
Cash and cash equivalents, beginning of year	<u>11,248,237</u>	<u>6,340,977</u>
Cash and cash equivalents, end of year	<u>\$ 15,290,931</u>	<u>\$ 11,248,237</u>
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	<u>\$ 65,370</u>	<u>\$ 82,282</u>

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

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

Notes to Financial Statements

**June 30, 2022
(With Comparative Totals for June 30, 2021)**

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, Older Adult Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

1. Summary of Significant Accounting Policies

Use of Estimates

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

Basis of Presentation

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

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, 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.

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

Notes to Financial Statements

**June 30, 2022
(With Comparative Totals for June 30, 2021)**

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, 2021 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

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

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

Accounts Receivable

Accounts receivable are 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 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. Accounts receivable, net amounted to \$2,553,814 as of June 30, 2020.

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

Notes to Financial Statements

**June 30, 2022
(With Comparative Totals for June 30, 2021)**

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

Revenue Recognition

Program service fees, net revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including health insurers and government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements, the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 606 and related guidance.

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

Notes to Financial Statements

**June 30, 2022
(With Comparative Totals for June 30, 2021)**

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

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. General and administrative expenses are allocated based on full time equivalents and program expenses are allocated based on client count.

Estimated Third-Party Liability

The Organization's estimated third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. During 2022, Managed Care Organizations (MCO's) authorized the Organization to use 50% of any unmet minimum threshold levels to be used to invest for workforce improvements. Management has recognized a potential repayment of \$683,358 at June 30, 2022. During 2021, MCO's waived minimum threshold levels in full and therefore, management did not recognize a potential repayment for services provided during 2021.

Income Taxes

The Organization is exempt from 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, 2022 and 2021. 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.

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

Notes to Financial Statements

**June 30, 2022
(With Comparative Totals for June 30, 2021)**

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 31, 2022, which is the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

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

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

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

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

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents available for operations	\$14,665,670	\$10,646,433
Accounts receivable, net	<u>1,356,320</u>	<u>1,868,512</u>
Financial assets available to meet general expenditures within one year	<u>\$16,021,990</u>	<u>\$12,514,945</u>

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

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

The Organization has an available line of credit of \$1,000,000 which was fully available at June 30, 2022. See Note 8.

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

Notes to Financial Statements

June 30, 2022

(With Comparative Totals for June 30, 2021)

3. Program Service Fees and Concentrations of Credit Risk

For the years ended June 30, 2022 and 2021, approximately 77% and 83%, respectively, of the revenue and support of the Organization was derived from managed care contracts. As of June 30, 2022 and 2021, accounts receivable due from government grants was approximately 62% and 68%, respectively.

4. Investments

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

	<u>2022</u>	<u>2021</u>
Common stock	\$ 853,384	\$ 889,746
Equity mutual funds	170,273	291,844
U.S. Treasury bonds	440,237	571,446
Corporate bonds	408,234	269,361
Corporate bond mutual funds	<u>118,598</u>	<u>122,873</u>
	<u>\$ 1,990,726</u>	<u>\$ 2,145,270</u>

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

5. Fair Value of Financial Instruments

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

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

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

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

Notes to Financial Statements

June 30, 2022

(With Comparative Totals for June 30, 2021)

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

<u>2022</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Common stock	\$ 853,384	\$ -	\$ 853,384
Equity mutual funds	170,273	-	170,273
U.S. Treasury bonds	440,237	-	440,237
Corporate bonds	-	408,234	408,234
Corporate bond mutual funds	<u>118,598</u>	<u>-</u>	<u>118,598</u>
	<u>\$ 1,582,492</u>	<u>\$ 408,234</u>	<u>\$ 1,990,726</u>
<u>2021</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Common stock	\$ 889,746	\$ -	\$ 889,746
Equity mutual funds	291,844	-	291,844
U.S. Treasury bonds	571,446	-	571,446
Corporate bonds	-	269,361	269,361
Corporate bond mutual funds	<u>122,873</u>	<u>-</u>	<u>122,873</u>
	<u>\$ 1,875,909</u>	<u>\$ 269,361</u>	<u>\$ 2,145,270</u>

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

6. Property and Equipment

Property and equipment consists of the following:

	<u>2022</u>	<u>2021</u>
Land, buildings and improvements	\$ 5,883,482	\$ 5,297,124
Furniture and equipment	359,289	314,282
Computer equipment	459,576	285,083
Software	703,688	703,688
Vehicles	79,121	33,191
Construction in process	<u>-</u>	<u>277,708</u>
	<u>7,485,156</u>	<u>6,911,076</u>
Less accumulated depreciation	<u>(4,367,680)</u>	<u>(4,112,977)</u>
Property and equipment, net	<u>\$ 3,117,476</u>	<u>\$ 2,798,099</u>

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

Notes to Financial Statements

June 30, 2022

(With Comparative Totals for June 30, 2021)

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

The Organization has 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. There were no appropriations during 2022. During 2021, the Board of Directors approved an appropriation of \$45,003 to support current operations.

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

Notes to Financial Statements

**June 30, 2022
(With Comparative Totals for June 30, 2021)**

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, 2022 and 2021.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2022 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 313,012	\$ 313,012
Board-designated endowment funds	<u>2,302,975</u>	<u>-</u>	<u>2,302,975</u>
	<u>\$ 2,302,975</u>	<u>\$ 313,012</u>	<u>\$ 2,615,987</u>

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

Notes to Financial Statements

**June 30, 2022
(With Comparative Totals for June 30, 2021)**

The changes in endowment net assets for the year ended June 30, 2022 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, June 30, 2021	\$ 2,418,378	\$ 328,696	\$ 2,747,074
Investment loss, net of fees	<u>(115,403)</u>	<u>(15,684)</u>	<u>(131,087)</u>
Endowment net assets, June 30, 2022	<u>\$ 2,302,975</u>	<u>\$ 313,012</u>	<u>\$ 2,615,987</u>

The endowment net asset composition by type of fund as of June 30, 2021 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 328,696	\$ 328,696
Board-designated endowment funds	<u>2,418,378</u>	<u>-</u>	<u>2,418,378</u>
	<u>\$ 2,418,378</u>	<u>\$ 328,696</u>	<u>\$ 2,747,074</u>

The changes in endowment net assets for the year ended June 30, 2021 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, June 30, 2020	\$ 2,086,877	\$ 275,595	\$ 2,362,472
Contributions	80,000	9,010	89,010
Investment return, net of fees	286,498	49,094	335,592
Amount appropriated for expenditure	(40,000)	(5,003)	(45,003)
Appropriated funds not drawn from investments	<u>5,003</u>	<u>-</u>	<u>5,003</u>
Endowment net assets, June 30, 2021	<u>\$ 2,418,378</u>	<u>\$ 328,696</u>	<u>\$ 2,747,074</u>

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

Notes to Financial Statements

**June 30, 2022
(With Comparative Totals for June 30, 2021)**

8. 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 (4.75% at June 30, 2022). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2022 or 2021. Management is in the process of renewing the line of credit with TD Bank.

9. Commitments and Contingencies

Operating Leases

The Organization leases an office facility and various pieces of equipment under operating lease agreements. Expiration dates range from November 2022 to June 2026. Total rent expense charged to operations was approximately \$145,000 in 2022 and \$80,000 in 2021.

Future minimum lease payments are as follows:

2023	\$ 121,412
2024	18,803
2025	6,019
2026	<u>1,874</u>
	<u>\$ 148,108</u>

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, 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, 2022 and 2021. Expenses associated with this plan were \$364,888 and \$290,063 for the years ended June 30, 2022 and 2021, respectively.

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

Notes to Financial Statements

June 30, 2022

(With Comparative Totals for June 30, 2021)

11. Uncertainty and Relief Funding

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 and Coronavirus Response and Relief Supplemental Appropriations Act of 2021 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its continued economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S government has enacted three statutes into law to address the economic impact of the COVID-19 outbreak: the first on March 27, 2020, called the CARES Act; the second on December 27, 2020, called the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA); and the third on March 11, 2021 called the American Rescue Plan Act (ARPA). The CARES Act, CRRSAA and ARPA, among other things, 1) authorize emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provide additional funding for grants and technical assistance; 3) delay due dates for employer payroll taxes and estimated tax payments for organizations; and 4) revise provisions of the Code, including those related to losses, charitable deductions, and business interest. Management has evaluated the impact of these statutes on the Organization, including their potential benefits and limitations that may result from additional funding.

During 2020, the Organization received \$2,048,300 under the CARES Act Paycheck Protection Program (PPP). The PPP has specific criteria for eligibility and provides for forgiveness of the funds under this program if the Organization meets certain requirements. In June 2021, the Organization received notice from the Small Business Administration and the lender that its PPP funds were forgiven. The revenue is separately reported in the statement of activities and changes in net assets during the year ended June 30, 2021.

The CARES Act also established the Provider Relief Funds (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services. The Organization received PRF in the amount of \$149,673 during the year ended June 30, 2021. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are recognized as income when qualifying expenditures have been incurred, or lost revenues have been identified. Management believes the Organization has met the conditions necessary to recognize the PRF funds included in other revenue in the statement of activities and changes in net assets for the year ended June 30, 2021.

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

Notes to Financial Statements

**June 30, 2022
(With Comparative Totals for June 30, 2021)**

During 2021, the Organization also received and recognized emergency grant funding under the CARES Act passed through the State of New Hampshire in the amount of approximately \$127,500 to help offset incremental costs related to the pandemic. This funding is commonly referred to as long-term care stabilization funds which are presented in other revenue in the statements of activities and changes in net assets for the year ended June 30, 2021.

During 2022, the Organization was awarded emergency grant funding under the ARPA and the funds were passed through the State of New Hampshire in the amount of \$617,579 for the purpose of recruitment, retention, or training of direct support workers. As of June 30, 2022, management believed the Organization had met the conditions necessary to recognize the ARPA funds in full which is included in Medicaid revenue in the statement of activities and changes in net assets for the year ended June 30, 2022.



Greater Nashua
Mental Health

BOARD OF DIRECTORS
2023

CHAIR	James Jordan
VICE CHAIR	Pamela Burns
SECRETARY	Diane Vienneau
TREASURER	Edmund Sylvia
PRESIDENT/CEO	Cynthia L. Whitaker, PsyD, MLADC

TERM EXPIRES FEBRUARY 2027

MICHELLE GARDNER
(2023)

JAMES S. FASOLI
(2023)

TERM EXPIRES FEBRUARY 2026

DIANE VIENNEAU
(2017)

TERM EXPIRES FEBRUARY 2025

ROBERT S. AMREIN, ESQ.
(2019)

*Term begins Dec. 2019

LT. CHARLES MacGREGOR
(2022)

*Term begins July 2022

KRISTEN SHEPPARD
(2022)
*Term begins July 2022

[REDACTED]

TERM EXPIRES FEBRUARY 2024

PAMELA BURNS
(2011)

[REDACTED]

JAMES R. JORDAN
(2021)

[REDACTED]

FR. THOMAS A. MOSES
(2021)

[REDACTED]

ELIZABETH SHEEHAN
(2020)
*Term begins May 2020

[REDACTED]

EDMUND SYLVIA
(2023)

[REDACTED]

(Rev. 10/3/2023)

Timothy Lopez



Summary of Skills:

Human Services: Extensive work in human service field providing services to individuals with diagnosed disabilities, disorders, and/or mental health issues.

Counseling: Strong academic and experience in counseling techniques strategies and practices.

Case Management: practical experience providing occupational, educational, and general case management to diverse population.

Crisis Intervention: Work experience and training in Crisis intervention management strategies and techniques.

Education:

Masters of Science

Study:

Justice Studies

School:

*Southern New Hampshire
University
Rivier College*

Bachelor of Art

Psychology

Bachelor of Art

**History
Minor: Government**

Rivier College

Certified Training:

Skill:

First Aid; CPR, AED
Crisis Prevention Intervention

Organization:

American Heart Association
NH DHHS

Certified Until

March 2012
September 2012

Relevant Work Experience:

Crisis Intervention Manager Keystone Hall 2010- Present

Job entails managing clients with substance abuse issues by providing overnight residential care and security for both the clients and the facility. Ensuring security of the residents and facility through routine building checks of alarm system, doors, and personnel. Answering emergency and non-emergency calls in addition to conducting telephone screenings for potential clients. Conducting general clerical work including word processing, data entry, and updating client files. Counseling clients with case management both on day to day objectives and long term individual goals as well, as program guidance. Monitoring clients in detox, performing routine vitals checks, Urinary Analysis, and basic medical assistance where necessary.

Job/Life Coach***Opportunity Networks******2008- 2010***

Job entailed working with adults with a range of mental, emotional, physical, and social disability, providing case management, transporting clients to and from job sites, educating, reinforcing, and modeling appropriate and professional job skills, helping clients to understand and work with their disabilities, assisting in their adjustment to both the work-force setting and to the community in general, teaching valuable life skills including reading, writing, communication, social skills, etc. Creating valuable supplementary skill based programming such as classes in cooking, photography, and swimming.

Shelter Overnight Staff***Nashua Soup Kitchen and Shelters******2007-2008***

Duties Include providing case management to clients staying at the shelter; helping clients to secure housing, employment, medical care, and other life necessities. Assisting clients in finding immediate support services such as mental health, social, and substance abuse services. Maintained shelter log, supervised facility and implemented shelter policies

Other Work History:***Security Officer******Rivier College******2003 - 2010***

Dispatch calls to appropriate authorities, answer emergency and non-emergency calls, secure premises, solicit college information, and assist students, staff and faculty. Direct traffic control to decrease traffic incidents, measurably reducing crime and college policy violations through community policing; ensure public safety through routine and random patrols of campus and facilities. Perform regular maintenance of fire safety drills and incidents throughout campus in accordance with local fire codes, enforce college policies and observe and record violations of state and federal laws, and data collection to assist in future investigations.

<u>Community Involvement</u>	<u>Title</u>	<u>Position Years</u>
Nashua Theatre Guild	Stage Manager	2011-Present
Nashua Boys and Girls Club	Drama Teacher	2009-2010
Rivier Theatre Company	Director	2005-2010

<u>Social Organizations</u>	<u>Last or Current Position</u>	<u>Years:</u>
Martial Arts	Black Belt	2002-Present
Concord Fencing Club		2010-Presnt

****References upon request****

Lindsay C. B. Murphy, LCMHC

Professional History

ASSOCIATE DIRECTOR OF CHILD, ADOLESCENT & FAMILY SERVICES-August 2021-present~/Greater Nashua Mental Health Center

Manage and supervise therapists, develop and implement program initiatives, adhere to budget expectations, hire and train departmental staff, collaborate with collaterals, and represent the agency in community-based affairs.

C-ACT TEAM COORDINATOR-April 2016-August 2021~/Greater Nashua Mental Health Center

Participate in the selection and training of appropriate staff and build the team. The coordinator is responsible for understanding the philosophy behind Assertive Community Treatment as an Evidenced Based Practice and implementing this model within the treatment team's practices while adhering to the fidelity of this treatment model and acting as a clinician and meeting clinical therapist expectations.

RESPONSIBILITIES:

- Manages team schedules, Key Performance Indicators/Documentation expectations*
- Provide clinical and non-clinical supervision to the team*
- Adheres to state expectations/regulations of C-ACT*
- Identify, Develop, and Maintain community involvement with collaterals*
- Collaborate with Psychiatric Services on medication and treatment*
- Provide Direct services for a minimum of fifteen cases*
- Ensure compliance with quality expectations*

C-ACT TEAM CLINICAL THERAPIST-February 2016-present~/Greater Nashua Community Mental Health Center

Provide individual, family, and group psychotherapy, psycho-education, and skill building, and utilize treatment tools such as Therapeutic Behavioral Services, Medication support, Family Support, and Crisis Prevention and Intervention Services. Focus on evidence-based practices such as Cognitive Behavioral Therapy, Narrative Therapy, Solutions-focused Therapy, Art Therapy, MATCH, 7 Challenges, ARC, Columbia Suicide Assessment and Prevention. Provides emergency on-call services and coordinates care with schools, community resources, legal and other providers. Meeting agency expectations for productivity and documentation.

CLINICAL CASE MANAGER-March 2014-2016~/Greater Nashua Community Mental Health Center

Providing direct case management, functional family support, therapeutic behavioral support, crisis intervention, emergency on-call services, and clinical therapy for the Children's Assertive Community Treatment team.

CLINICIAN (Internship)-October 2013 ~Milford, NH ~ Milford Regional Counseling Services

Working with adolescents ages eight to eighteen on managing various mental health disorders. Performing "intakes" and "evaluations."

FACILITATOR (Internship) – March 2013-August 2013 ~ Concord, NH

As an intern, I practice clinical skills in one-to-one, group, and "triage" opportunities to assist students with learning skills to help them manage their mental health disorders so that they are able to learn better.

FACULTY – August 2008 – Present ~ Parker Academy ~ Concord, NH

As an educator at a co-educational private provider for adolescents age 12-20 diagnosed with various disorders, including Anxiety, Depression, Bipolar, ADHD, Autistic Spectrum Disorders, various personality disorders and learning disorders.

FACULTY – August 2006 – August 2008 ~ Cheshire Academy ~ Cheshire, CT

FACULTY – August 2004 – August 2006 ~ Darlington School ~ Rome, GA

FACULTY – August 2001 – June 2004 ~ The Phelps School ~ Malvern, PA

Education

Capella University ~ Missouri ~ Doctorate of Psychology candidate (2024)

Southern New Hampshire University ~ Manchester, NH ~ Master's Degree in Community Mental Health and Counseling

Southern New Hampshire University ~ Manchester, NH ~ Certificate of Advanced Clinical Study of Adolescent and Family Counselor (August 2013)

University of Pennsylvania ~ Philadelphia, PA ~ Certificate of Special Sciences (2002)

Bryn Mawr College ~ Bryn Mawr, PA ~ Bachelor's Degree in Psychology (1999)

Certifications: IATP, Level one Trauma Professional Certification, NHDBHRT certification, TF-CBT certification, CPI certified, MATCH, Seven Challenges certified, DLA-20 Instructor certified, ARC certification, and other professional development including: Autism Spectrum, Anxiety, Self-Injurious/Suicide, DBT, Narrative and Solution-Focused Therapy, Supervisory Course Completion.

Community Council of Nashua, NH, Inc. DBA/ Greater Nashua Mental Health

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Timothy Lopez	Director of ACT and Emergency Services	\$21,792
Lindsay Murphy	Assistant Director – Child, Adolescent and Family Services	\$18,025
To Be Hired	.5FTE ACEs Coordinator	\$20,345 - \$27,975

ARC
9

Lori A. Shlabinette
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

November 3, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** amendments to existing contracts with the Contractors listed below to continue providing evidence-based prevention services for children up to 18 years of age who are exposed to adverse childhood experiences as a result of opioid and/or stimulant misuse by increasing the total price limitation by \$350,000 from \$1,009,024 to \$1,359,024 and by extending the completion dates from September 29, 2022 to September 29, 2023, effective retroactive to September 29, 2022 upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on September 18, 2019, item #20A, amended on March 24, 2021, item #15, and most recently amended on October 13, 2021, item #37.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Greater Manchester Community	\$481,205	\$175,000	\$656,205
The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center	154112-B001	Nashua and Hudson	\$527,819	\$175,000	\$702,819
Total:			\$1,009,024	\$350,000	\$1,359,024

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department was notified by the Federal awarding agency on September 23, 2022 of the availability of funding beyond the current contract completion date of September 29, 2022. Due to the delayed notification from the Federal awarding agency, the Department was unable to present this request to the Governor and Council prior to the contract expiring.

This request is **Sole Source** because the Department is seeking to extend the contract beyond the completion dates and there are no renewal options available. Due to the limited timeframe between the funding notification from the Federal awarding agency and the contract expiration date, the Department was not able to re-procure for these services. Any delays or gaps in service provision may result in reduced or loss of access to services and supports for individuals in need of these critical services.

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 and/or stimulant misuse through Community-Based Adverse Childhood Experiences Crisis Teams.

Adverse Childhood Experiences, such as experiencing violence, abuse or neglect, growing up in a household with substance use disorder problems, or witnessing a drug overdose, have a tremendous impact on future drug misuse, negative health outcomes, and even death on the children that are affected, according to the CDC-Kaiser Permanente Adverse Childhood Experiences Study.

Approximately 60 individuals will be served September 30, 2022 to September 29, 2023.

The Contractors will continue to implement Community-Based Adverse Childhood Experiences Crisis Teams (Teams) who mobilize in instances of an overdose where children are present, with the ability to respond to crisis 24 hours per day, 7 days per week. Team members include police officers, crisis services advocates, and community health workers. Teams meet individuals in their homes and in other community settings to assist with the crisis as it arises and complete screenings, crisis interventions and referrals for services and supports. The Teams 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 to monitor services through the review of data reports, periodic surveys, and other data as requested by the Department.

Should the Governor and Executive Council not authorize this request, children within the community who are present during an overdose crisis, along with individuals who misuse opioid and/or stimulants may not have access to timely professional services and supports that concentrate on adverse childhood experiences, which could result in increased utilization of more costly future care to address the negative longer-term impacts of trauma.

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #H79TI085759

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	\$52,337.38	\$0.00	\$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	\$59,717.00	\$0.00	\$59,717.00
2021	102-500731	Contracts for Program Services	92057048	\$80,000.00	\$0.00	\$80,000.00
2022	102-500731	Contracts for Program Services	92057048	\$40,000.00	\$0.00	\$40,000.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$134,788.00	\$0.00	\$134,788.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$44,929.00	\$0.00	\$44,929.00
2023	074-500589	Welfare Assistance	92057058	\$0	\$131,250.00	\$131,250.00
2024	074-500589	Welfare Assistance	92057058	\$0	\$43,750.00	\$43,750.00
			Subtotal	\$481,205.00	\$175,000.00	\$656,205.00

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	\$118,385.00	\$0.00	\$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	\$59,717.00	\$0.00	\$59,717.00

FINANCIAL DETAIL ATTACHMENT**Community-Based Adverse Childhood Experiences Crisis Team Project**

2021	102-500731	Contracts for Program Services	92057048	\$80,000.00	\$0.00	\$80,000.00
2022	102-500731	Contracts for Program Services	92057048	\$40,000.00	\$0.00	\$40,000.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$134,788.00	\$0.00	\$134,788.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$44,929.00	\$0.00	\$44,929.00
2023	074-500589	Welfare Assistance	92057058	\$0	\$131,250.00	\$131,250.00
2024	074-500589	Welfare Assistance	92057058	\$0	\$43,750.00	\$43,750.00
			Subtotal	\$527,819.00	\$175,000.00	\$702,819.00
			Total	\$1,009,024.00	\$350,000.00	\$1,359,024.00

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This Amendment to the Community-Based Adverse Childhood Experiences Crisis Team Project contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 18, 2019, (Item #20A), as amended on March 24, 2021, (Item #15), subsequently amended on October 13, 2021 (Item #37) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended 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, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$702,819
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit A, Provisions Applicable to All Services, Subsection 1.5 to read:
 - 1.5 The Contractor shall ensure services are available to children 0 to 18 years of age and their families directly affected by a substance misuse event in their service areas of Greater Nashua and the Cities of Hudson and Milford.
5. Modify Exhibit A, Scope of Services, Section 2, by adding Subsection 2.29 to read:
 - 2.29 The Contractor shall ensure services described in Subsections 2.1 through 2.28 are provided in Greater Nashua and the City of Hudson.
6. Modify Exhibit A, Scope of Services, Section 2, by adding Subsection 2.30 to read:
 - 2.30 The Contractor shall ensure services in this section are provided in the City of Milford
 - 2.30.1 The Contractor shall receive and respond to referrals from Milford Police Department following police interaction that may, or may not, initially present as a substance misuse event, where a child 0 to 18 years of age was present. Referral

DS
CW

interactions include, but are not limited to:

- 2.30.1.1 Parent substance misuse.
 - 2.30.1.2 Domestic violence.
 - 2.30.1.3 Child maltreatment.
 - 2.30.1.4 Persistent poverty.
 - 2.30.1.5 Parent mental health challenges.
 - 2.30.2 The Contractor shall meet, at a minimum of one (1) hour biweekly, with the Milford Adverse Childhood Experiences Response Team (ACERT) to review cases and referrals.
 - 2.30.3 The Contractor shall respond to Milford ACERT four (4) hours per week, Wednesdays 4:00 pm – 8:00 pm
 - 2.30.4 The Contractor shall complete brief basic needs assessments as stated in Section 2.13 and 2.14, and recommend referrals to community partner agencies, as appropriate
 - 2.30.5 The Contractor shall provide services to children and families in the City Milford regardless of their ability to pay and shall use the sliding fee discounts mechanism when necessary.
7. Modify Exhibit A, Scope of Services, Section 6, by adding Subsection 6.11 to read:
- 6.11 The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve Government Performance and Results Act (GPRA) collection.
8. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1., Paragraph 5.1.3., Subparagraph 5.1.3.1., Part 5.1.3.1.4. to read:
- 5.1.3.1.4. Food or water.
9. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1., Paragraph 5.1.3., Subparagraph 5.1.3.1., Part 5.1.3.1.7. to read:
- 5.1.3.1.7. RESERVED
10. Add Exhibit B-8, Amendment #3 Budget, which is attached hereto and incorporated by reference herein
11. Add Exhibit B-9, Amendment #3 Budget, which is attached hereto and incorporated by reference herein

DS
CW

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 29, 2022 upon Governor and 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

11/4/2022
Date

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

The Community Council of Nashua, N.H.
d/b/a Greater Nashua Mental Health

11/3/2022
Date

DocuSigned by:
Cynthia L Whitaker
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

11/7/2022

Date

DocuSigned by:

Robyn Guarino

Name: Robyn Guarino

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:

BT-1.0

Exhibit B-8, Amendment #3

RFP-2019-BDAS-13-COMMU-02-A03

New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name:		The 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		FY23 - (September 30, 2022 - June 30, 2023)	
Indirect Cost Rate (If applicable)		12.00%	
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$93,000	\$0	\$93,000
2. Fringe Benefits	\$12,200	\$0	\$12,200
3. Consultants	\$5,200	\$0	\$5,200
4. Equipment	\$0	\$0	\$0
5.(a) Supplies - Educational	\$2,190	\$0	\$2,190
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$0	\$0	\$0
6. Travel	\$3,000	\$0	\$3,000
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0	\$0
8. (c) Other - Other (please specify)			
Other (please specify) Telephone	\$1,600	\$0	\$1,600
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$0	\$0	\$0
Total Direct Costs	\$117,190	\$0	\$117,190
Total Indirect Costs	\$14,060	\$0	\$14,060
TOTAL	\$131,250	\$0	\$131,250

Contractor Initials

CW

Date 11/3/2022

BT-1.0

Exhibit B-9, Amendment #3

RFP-2019-BDAS-13-COMMU-02-A03

New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name:		The 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		FY24 - (July 1, 2023 - September 29, 2023)	
Indirect Cost Rate (if applicable)		12.00%	
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$31,000	\$0	\$31,000
2. Fringe Benefits	\$4,065	\$0	\$4,065
3. Consultants	\$1,750	\$0	\$1,750
4. Equipment	\$0	\$0	\$0
5.(a) Supplies - Educational	\$720	\$0	\$720
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$0	\$0	\$0
6. Travel	\$1,000	\$0	\$1,000
7. Software	\$0	\$0	\$0
8.(a) Other - Marketing/Communications	\$0	\$0	\$0
8.(b) Other - Education and Training	\$0	\$0	\$0
8.(c) Other - Other (please specify)			
Other (please specify) Telephone	\$530	\$0	\$530
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$0	\$0	\$0
Total Direct Costs	\$39,065	\$0	\$39,065
Total Indirect Costs	\$4,685	\$0	\$4,685
TOTAL	\$43,750	\$0	\$43,750

Contractor Initials

CW

SEP 10 '21 PM 4:20 RCVD

37 mar



Lori A. Sblloette
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 25, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed below to continue providing evidence-based prevention services for children up to 18 years of age who are exposed to adverse childhood experiences as a result of opioid and/or stimulant misuse by exercising contract renewal options by increasing the total price limitation by \$359,434 from \$649,590 to \$1,009,024 and extending the completion dates from September 29, 2021 to September 29, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on September 18, 2019, item #20A and most recently amended with Governor and Council approval on March 24, 2021, item #15.

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	\$301,488	\$179,717	\$481,205
The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center	154112-B001	Nashua and Hudson	\$348,102	\$179,717	\$527,819
		Total:	\$649,590	\$359,434	\$1,009,024

See attached fiscal details

EXPLANATION

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 and/or stimulant misuse through Community-Based Adverse Childhood Experiences Crisis Teams.

Adverse childhood experiences, which may include experiencing violence, abuse or neglect while growing up in a household with substance use disorder problems or witnessing a drug overdose, have a tremendous impact on future drug misuse, negative health outcomes, and death on the children that are affected, according to the CDC-Kaiser Permanente Adverse Childhood Experiences Study.

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

Like many organizations, the COVID pandemic required the Community-Based Adverse Childhood Experiences Crisis Teams to adjust their strategies from on-site school activities to community stakeholder connections, such as trainings for local police and first responders in trauma-informed responses and interventions. Many substance use calls that these teams receive are connected with other adverse childhood experiences, such as sexual assault and domestic violence so a holistic look at trauma response has been a heavier focus.

Approximately 60 individuals will be served from September 30, 2021 to September 29, 2022.

The Contractors will continue to deploy Community-Based Adverse Childhood Experiences Crisis Teams who mobilize in instances of an overdose where children are present, with the ability to respond to crisis 24 hours per day, seven (7) days per week. Team members include police officers, crisis services advocates, and community health workers. Teams meet individuals in individuals' homes and in other community settings to assist with the crisis as it arises and complete screenings, crisis interventions and referrals for services and supports. The teams 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 collaborating with community partners and other state agencies to collect available data and additional data needed to identify outcomes. The Department will continue monitoring contracted services using the following tools and performance measures:

- Monthly statistical reports that show that, even with the impact of COVID-19 reducing availability of school-based activities, the Contractors met their previous goal of individuals served; and
- Satisfaction surveys to service providers with a minimum target of 95% satisfaction with services provided to 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 the remaining one (1) available year.

Should the Governor and Council not authorize this request, children within the community who are present during a drug overdose crisis, along with individuals battling an opioid and/or stimulant misuse issue may not have access to timely professional services and supports that concentrate on adverse childhood experiences, which could result in increased utilization of more costly future care to address the negative longer-term impacts.

Area served: Greater Manchester Community, Nashua and Hudson

Source of Funds: CFDA #93.788, FAIN #H79T10818685, H79T1083326, and H79T1083326

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. Shabinette
Commissioner

FISCAL 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	\$52,337.38	\$0.00	\$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	\$59,717.00	\$0.00	\$59,717.00
2021	102-500731	Contracts for Program Services	92057048	\$80,000.00	\$0.00	\$80,000.00
2022	102-500731	Contracts for Program Services	92057048	\$40,000.00	\$0.00	\$40,000.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$134,788.00	\$134,788.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$44,929.00	\$44,929.00
			Subtotal	\$301,488.00	\$179,717.00	\$481,205.00

FISCAL DETAIL ATTACHMENT**Community-Based Adverse Childhood Experiences Crisis Team Project****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	\$118,385.00	\$0.00	\$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	\$59,717.00	\$0.00	\$59,717.00
2021	102-500731	Contracts for Program Services	92057048	\$80,000.00	\$0.00	\$80,000.00
2022	102-500731	Contracts for Program Services	92057048	\$40,000.00	\$0.00	\$40,000.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$134,788.00	\$134,788.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$44,929.00	\$44,929.00
			Subtotal	\$348,102.00	\$179,717.00	\$527,819.00
			Total	\$649,590.00	\$359,434.00	\$1,009,024.00

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Community-Based Adverse Childhood Experiences Crisis Team Project contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health, ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 18, 2019, (Item #20A), as amended on March 24, 2021, (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$527,819
3. Modify Exhibit A, Section 6, State Opioid Response (SOR) Grant Standards, Subsection 6.2 to read:
6.2 Reserved
4. Modify Exhibit A, Section 6, State Opioid Response (SOR) Grant Standards, Subsection 6.8 to read:
6.8 The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana for treatment using marijuana. The Contractor shall ensure:
6.8.1 Treatment in this context includes the treatment of opioid use disorder (OUD).
6.8.2 Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental health disorders.
6.8.3 This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
5. Modify Exhibit A, Section 6, State Opioid Response (SOR) Grant Standards, by adding Subsection 6.10 as follows:
6.10 The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan

CS
CW

includes:

- 6.10.1. Internal policies for the distribution of Fentanyl strips;
- 6.10.2. Distribution methods and frequency; and
- 6.10.3. Other key data, as requested by the Department.

6. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 1, to read:

1. This Agreement is funded by:

- 1.1. 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 by the DHHS, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326 and as awarded on 08/09/2021, by the DHHS Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.

7. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 2, to read:

- 2. 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-7, Amendment #2.

8. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 4 to read:

- 4. The Contractor shall submit an invoice and supporting backup documentation 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.

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

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.

9. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 6, to read:

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

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

10. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, by adding Section 14 to read:

14. For the purposes of this Agreement:

14.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR §200.330.

14.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.

14.3 The de minimis Indirect Cost Rate of 12% applies in accordance with 2 CFR §200.414.

11. Add Exhibit B-6, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

12. Add Exhibit B-7, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

DS
CW

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

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

State of New Hampshire
Department of Health and Human Services

9/2/2021

Date

DocuSigned by:

Katja Fox

EN0005801CAY40

Name: Katja Fox

Title: Director

The Community Council of Nashua NH
d/b/a Greater Nashua Mental Health

9/1/2021

Date

DocuSigned by:

Cynthia L. Whitaker

EN0005801CAY40

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

9/7/2021

Date

DocuSigned by:

J. Christopher Marshall

DocuSign Envelope ID: CC72C3F3-D217-4CD7-9FF9-57ABA9176BCF

Name: J. Christopher Marshall

Title: Assistant Attorney General

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:

Appendix 2: Continued

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

Contractor Name: The Community Council of Nashua, NH @The Center Nashua Mental Health

Budget Request for: Community-Based Adverse Childhood Experiences Crisis Team Project

Budget Period: September 30, 2021 through June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DSHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 99,634.00	\$ 11,956.00	\$ 111,590.00	\$	\$	\$	\$ 99,634.00	\$ 11,956.00	\$ 111,590.00
2. Employee Benefits	\$ 12,200.00	\$ 1,464.00	\$ 13,664.00	\$	\$	\$	\$ 12,200.00	\$ 1,464.00	\$ 13,664.00
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$
Repairs and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Purchases/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
Telephone	\$ 1,512.00	\$ 182.00	\$ 1,694.00	\$	\$	\$	\$ 1,512.00	\$ 182.00	\$ 1,694.00
Postage	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$ 7,000.00	\$ 840.00	\$ 7,840.00	\$	\$	\$	\$ 7,000.00	\$ 840.00	\$ 7,840.00
13. Other (specify details monitory):	\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL	\$ 129,346.00	\$ 14,442.00	\$ 134,788.00	\$	\$	\$	\$ 129,346.00	\$ 14,442.00	\$ 134,788.00

Indirect At A Percent of Direct 12.0%

Exhibit B-7
 Amendment #2 Budget

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

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

Budget Request for: Community-Based Adverse Childhood Experiences Crisis Team Project

Budget Period: July 1, 2022 through September 29, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 32,665.00	\$ 3,920.00	\$ 36,585.00	\$ -	\$ -	\$ -	\$ 32,665.00	\$ 3,920.00	\$ 36,585.00
2. Employee Benefits	\$ 4,000.00	\$ 480.00	\$ 4,480.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 480.00	\$ 4,480.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 450.00	\$ 54.00	\$ 504.00	\$ -	\$ -	\$ -	\$ 450.00	\$ 54.00	\$ 504.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 40,115.00	\$ 4,814.80	\$ 44,929.80	\$ -	\$ -	\$ -	\$ 40,115.00	\$ 4,814.80	\$ 44,929.80
Indirect As A Percent of Direct									
12.0%									

MAR03'21 PM 3:14 RCVD

15 mac



Lori A. Shibley
Commissioner

Katja S. Fox
Director

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

119 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.

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

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.

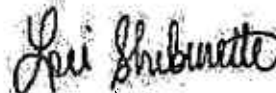
Should the Governor and Executive Council not authorize this request, children within the community who are present during an overdose crisis along with individuals battling an opioid misuse issue may not have access to professional services and supports that concentrate on Adverse Childhood Experiences.

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. Shibilnette
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

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



**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

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

Amendment #1

Contractor Initials 
Date 1/6/2021

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



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

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



- 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

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



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.

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



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

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

Name: Cynthia L Whitaker

Title: President and 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

1/15/2021

Date

DocuSigned by:
A handwritten signature in black ink, appearing to read "Catherine Pinos".

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:

**New Hampshire Department of Health and Human Services
Community-Based Adverse Childhood Experience Crisis Team Project
EXHIBIT B Amendment #1**



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:

**New Hampshire Department of Health and Human Services
Community-Based Adverse Childhood Experience Crisis Team Project
EXHIBIT B Amendment #1**



- 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

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

Exhibit B Amendment #1

Contractor Initials:

W
1/6/2021

RFP-2019-BDAS-13-COMMU-02-A01

Page 2 of 4

Date

Rev. 01/08/19

**New Hampshire Department of Health and Human Services
Community-Based Adverse Childhood Experience Crisis Team Project
EXHIBIT B Amendment #1**



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 quarterly 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.

**New Hampshire Department of Health and Human Services
Community-Based Adverse Childhood Experience Crisis Team Project
EXHIBIT B Amendment #1**



- 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.

Exhibit D-3 Amendment #1 RCE

New Hampshire Department of Health and Human Services									
Contractor Name: The Community Council of Nashua, NH aka Greater Nashua Mental Health									
Budget Request for: Community Based Adverse Childhood Experiences Crisis Team Project									
RFP-2019-80AS-13-COMM-02									
Budget Period: 5/1/21 to 5/31/21 (RCE)									
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	\$ 43,300.00	\$ 5,502.00	\$ 48,802.00	\$ -	\$ -	\$ -	\$ 43,300.00	\$ 5,502.00	\$ 48,802.00
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. Subcontract/Agreements	\$ 3,000.00	\$ 360.00	\$ 3,360.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 360.00	\$ 3,360.00
13. Other (specific costs mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 53,319.00	\$ 6,658.00	\$ 60,000.00	\$ -	\$ -	\$ -	\$ 53,319.00	\$ 6,658.00	\$ 60,000.00
Indirect at A Percent of Direct 12.0%									

SABIS B-4 Amendment #1 SOR #

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-2019-0043-13-COMM-407

Budget Period: 5/7/21 01/01/21-03/31/21 (SORS)

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	\$5,987.00	\$ 6,718.00	\$12,705.00	-	-	-	\$5,987.00	\$ 6,718.00	\$12,705.00
2. Employee Benefits	\$ 543.00	\$ 1,023.00	\$ 1,567.00	-	-	-	\$ 543.00	\$ 1,023.00	\$ 1,567.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	\$600.00	\$ 108.00	\$ 708.00	-	-	-	\$600.00	\$ 108.00	\$ 708.00
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontractor Agreements	\$ 8,000.00	\$ 720.00	\$ 8,720.00	-	-	-	\$ 8,000.00	\$ 720.00	\$ 8,720.00
13. Other (specify details mandatory)	-	-	-	-	-	-	-	-	-
TOTAL	\$14,438.00	\$ 8,371.00	\$22,809.00	-	-	-	\$14,438.00	\$ 8,371.00	\$22,809.00

Indirect As A Percent of Direct

12.0%

Exhibit B-4 Amendment #1 SOW B

New Hampshire Department of Health and Human Services

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

Budget Request for: Community Based Adverse Childhood Experiences Crisis Team Project

RF# 2010-2045-13-COMBAU-02

Budget Period: 5/1/22 to 4/30/23 (SOWB)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS grant and share			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 28,322.00	\$ 3,368.00	\$ 31,731.60	\$ -	\$ -	\$ -	\$ 28,322.00	\$ 3,368.00	\$ 31,731.60	\$ 31,731.60
2. Employee Benefits	\$ 3,842.00	\$ 473.00	\$ 4,415.00	\$ -	\$ -	\$ -	\$ 3,842.00	\$ 473.00	\$ 4,415.00	\$ 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	\$ 504.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Materials/Consumables	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ 3,000.00	\$ 360.00	\$ 3,360.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 360.00	\$ 3,360.00	\$ 3,360.00
13. Other (specify detail necessary)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 32,164.00	\$ 4,245.00	\$ 36,409.00	\$ -	\$ -	\$ -	\$ 32,164.00	\$ 4,245.00	\$ 36,409.00	\$ 36,409.00
Indirect as a Percent of Direct 12.0%										



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 Behavioral 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, through 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.

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

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.

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

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, HMS:
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-2019-BDAS-13-COMMU

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. The Mental Health Center of Greater Manchester
2. Riverbend Community Mental Health, Inc.
3. Greater Nashua Mental Health

Maximum Points	Actual Points
470	353
470	350
470	432

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)

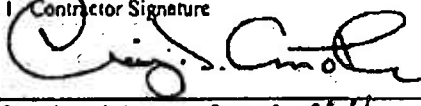
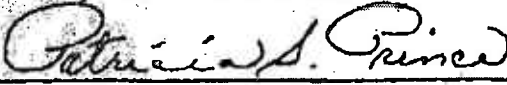
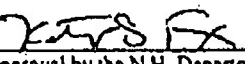
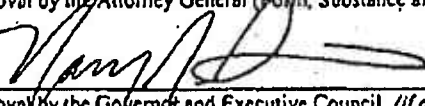
Subject: Community-Based Adverse Childhood Experiences Crisis Team Project (REP-2019-BDAS-13-COMMU)

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 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	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 		1.12 Name and Title of Contractor Signatory CRAIG D. AMOTH President and CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>8/15/2019</u> , 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 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: <u>8/24/19</u>		1.15 Name and Title of State Agency Signatory Katie 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: <u>8/30/2019</u>			
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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



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

Exhibit A

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

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

Exhibit A

Contractor Initials

C.A.

RFP-2019-BDAS-13-COMMU-02

Page 1 of 11

Date

8/15/19



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

Exhibit A

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;



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

Exhibit A

- 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

CA
8/1/19



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

Exhibit A

- 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

CA
8/5/19



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

Exhibit A

- 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



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

Exhibit A

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

CA
8/27/19



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

Exhibit A

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

AK
8/16/19



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

Exhibit A

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

CA
8/5/19



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

Exhibit A

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;

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

RFP-2019-BDAS-13-COMMU-02

Exhibit A

Page 9 of 11

Contractor Initials

Date

CA
8/19/19



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

Exhibit A

- 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



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

Exhibit A

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.

CA
8/15/19



**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

CA
8/5/19



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

Exhibit B

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.

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

RFP-2019-BOAS-13-COMMU

Exhibit B

Page 2 of 2

Contractor Initials

Date

CA
8/15/19

[illegible]

Community-Based Address Child Abuse Expenses Crisis Team Project

Form 5-1
BudgetNew Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Community Council of Nashua, NH 6000 Greater Nashua Mental Health

Budget Request for: Community Based Address Child Abuse Expenses Crisis Team Project

Budget Period: 09/01/19 to 08/31/20

Line Item	Total Program Cost			Contractor Hours / Month			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Expenditures	\$8,925.00	\$8,925.00	\$17,850.00	10,000.00	1,250.00	11,250.00	10,000.00	1,250.00	11,250.00
2. Personnel Expenses	13,210.00	1,825.00	15,035.00	2,800.00	250.00	3,050.00	10,000.00	1,250.00	11,250.00
3. Contract	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
5. Rental	-	-	-	-	-	-	-	-	-
6. Health and Welfare	-	-	-	-	-	-	-	-	-
7. Professional/Consultation	-	-	-	-	-	-	-	-	-
8. Research	-	-	-	-	-	-	-	-	-
9. Education	-	-	-	-	-	-	-	-	-
10. Medical	-	-	-	-	-	-	-	-	-
11. Office	80.00	7.00	87.00	80.00	7.00	87.00	-	-	-
12. Travel	1,200.00	100.00	1,300.00	-	-	-	1,200.00	100.00	1,300.00
13. Materials	-	-	-	-	-	-	-	-	-
14. General Expenses	-	-	-	-	-	-	-	-	-
15. Telephone	222.00	87.00	309.00	-	-	-	222.00	87.00	309.00
16. Postage	-	-	-	-	-	-	-	-	-
17. Information	-	-	-	-	-	-	-	-	-
18. Audio and Video	-	-	-	-	-	-	-	-	-
19. Insurance	-	-	-	-	-	-	-	-	-
20. Board Expenses	-	-	-	-	-	-	-	-	-
21. Software	-	-	-	-	-	-	-	-	-
22. Information/Communication	-	-	-	-	-	-	-	-	-
23. Staff Education and Training	-	-	-	-	-	-	-	-	-
24. Subcontract/Outsourcing	12,792.00	1,113.00	13,905.00	-	-	-	12,792.00	1,113.00	13,905.00
25. Other Indirect Costs Indirect	-	-	-	-	-	-	-	-	-
TOTAL	15,710.00	2,825.00	18,535.00	11,770.00	1,500.00	13,270.00	10,000.00	1,250.00	11,250.00

Indirect As a Percent of Direct

New Hampshire Department of Health and Human Services
Exhibit C



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 Contractor's 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;

Exhibit C - Special Provisions

Contractor Initials

CA
3/15/19

Date

New Hampshire Department of Health and Human Services
Exhibit C



- 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.

New Hampshire Department of Health and Human Services
Exhibit C



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. **Credite:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

CA
3/15/19

New Hampshire Department of Health and Human Services
Exhibit C



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ejo.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13186, 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

CA
8/15/19

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



- 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.

CA
8/15/19



New Hampshire Department of Health and Human Services
Exhibit C-1

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 effected 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.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initials

Date

CA
8/18/19

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

CA
8/15/99

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

Date

8/15/19

Name:

Title:

Carol D. Amoroso
Carol D. Amoroso
Pres. & CEO

CA
8/15/19

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

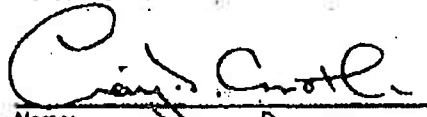
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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

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

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

Vendor Name:


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

Date

8/15/19

Exhibit E - Certification Regarding Lobbying

Vendor Initials

CA
8/15/19

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

CA
8/15/19

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

Date

8/15/19

Name:
Title:

Carmel D. Amore
Carmel D. Amore
Pres. & CEO

Vendor Initials

Date

CA
8/15/19

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Vendor Initials

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

6/7/14
Rev. 10/7/14

Page 1 of 2

Date

CA
8/15/19

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

8/15/19
Date

Vendor Name:

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

Exhibit G

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

Vendor Initials CA

Date 8/15/19

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

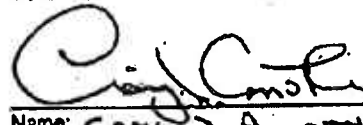
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

Vendor Name:

8/15/19
Date


Name: Carol A. Amato
Title: Pres. & CEO

CA
8/15/19

New Hampshire Department of Health and Human Services



Exhibit I

**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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Vendor Initials

Date 8/15/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

3/2014

Vendor Initials

Date 3/5/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Vendor Initials

CA
Date 8/5/19

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Exhibit I
Health Insurance Portability and
Business Associate Agreement
Page 5 of 6

Vendor Initials

8/16/19

New Hampshire Department of Health and Human Services

Exhibit I



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

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Director
Name of Authorized Representative

Katja S. Fox
Title of Authorized Representative

8/20/19
Date

Greystone Neuro Mental Health
Name of the Vendor

[Signature]
Signature of Authorized Representative

Carla D. Amore
Name of Authorized Representative

Pres. & CEO
Title of Authorized Representative

8/15/19
Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

The 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

[Signature]
Name: Candace Amott
Title: Pres. CEO

New Hampshire Department of Health and Human Services
Exhibit J



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: 081249223
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(e), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

CA

8/15/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

CA
8/5/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

ad
8/15/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

CA

Date 8/15/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

CA
8/15/19