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

Lori A. Shibette
 Commissioner

Katja S. Fox
 Director

129 PLEASANT STREET, CONCORD, NH 03301
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October 4, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the contractors listed below in an amount not to exceed \$790,341 to operationalize the Critical Time Intervention program that provides critical supports to individuals who are leaving inpatient behavioral health care settings and transitioning back to community settings with the option to renew for up to three (3) additional years, effective November 1, 2021 or upon Governor and Council approval, whichever is later, through June 30, 2022. 94% Federal Funds. 6% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County	177278	Dover, Region 9	\$220,402.00
The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	154112	Nashua, Region 6	\$220,402.00
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	\$220,402.00
West Central Behavioral Health	177654	Lebanon, Region 2	\$129,135.00
		Total:	\$790,341.00

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

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because an assessment of the ten (10) Community Mental Health Centers identified the contractors listed above as being the most ready to implement the Critical Time Intervention program in order to better address the needs of community members; lower hospital readmission rates; and lower hospital readmission costs. The ten (10) Community Mental Health Centers are designated by the Bureau to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule He-M 425.03.

The purpose of this request is to ensure individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to New Hampshire Hospital and Designated Receiving Facilities, have intensive supports available that improve quality of life while mitigating readmission to more intensive services. The Contractors will operationalize Critical Time Intervention programs that provide intensive individual support services for individuals during the initial nine (9) months of discharge from inpatient behavioral health settings.

Approximately 200 individuals will be served during State Fiscal Year 2022.

Critical Time Intervention is a time-limited evidence-based practice that mobilizes community supports for vulnerable individuals during periods of transition. The Critical Time Intervention model facilitates community reintegration and continuity of care by ensuring an individual has enduring ties to their community and support systems in place.

The Department selected four (4) Community Mental Health Regions in which to operationalize the Critical Time Intervention model. The Contractors will be operational, including the onboarding and training of newly hired staff, and actively receiving referrals from New Hampshire Hospital and the Designated Receiving Facilities no later than January of 2022.

The Contractors will support individuals transitioning to their communities by providing intensive support services during the first three (3) months of discharge from a facility, at which time Contractors will assist individuals with creating support systems from a variety of sources within their communities. The next three (3) months ensure a decrease in intensity of support that correlates with the increase in stabilized community connections. The last three (3) months of intensive services are dedicated to ensuring individuals can succeed in the community without Critical Time Intervention services.

The Contractors will work with the Department to establish policies relative to Critical Time Intervention programs. Once established, the Critical Time Intervention model will be introduced to other Community Mental Health Centers to ensure individuals, statewide, have access to services that support linkages to community supports and other personal supports during difficult transitions to the communities.

The Critical Time Intervention program is open to any individual transitioning to one of the surrounding areas of Dover, Lebanon, Manchester, or Nashua, who is interested in the program and is transitioning from New Hampshire Hospital or a Designated Receiving Facility and is not receiving Assertive Community Treatment (ACT) services.

The Department will monitor services by:

- Overseeing quality assurance activities and reviews of the Contractors operations to ensure compliance with the contractual objectives;
- Conducting an analysis of the program fidelity; and
- Actively and regularly collaborating with the Contractors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will continue to experience higher hospitalization rates, lengthier waitlists, and gaps in services that support successful reintegration of individuals into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year

Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Areas Served: Dover, Lebanon, Manchester, and Nashua

Source of Federal Funds: Assistance Listing Number #93.958, FAIN # B09SM083987.

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

Respectfully submitted,


for Commissioner Shibinette

Lori A. Shibinette
Commissioner

Attachment A
Financial Details

**05-95-92-920010-7877 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
BEHAVIORAL HEATHLH DIV, DIV BEHAVIORAL HEALTH OPERATIONS,OFFICE OF THE DIRECTOR
(100% General Funds)**

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2022	102-500731	Contracts for program services	92000051	7,594.00
			Subtotal	7,594.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	102-500731	Contracts for program services	92000051	12,994.00
			Subtotal	12,994.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	102-500731	Contracts for program services	92000051	12,994.00
			Subtotal	12,994.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	102-500731	Contracts for program services	92000051	12,994.00
			Subtotal	12,994.00

			Total	46,576.00

Attachment A
Financial Details

**05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS
BEHAVIORAL HEATHLH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK
GRANT (100% Federal Funds)**

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

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	074-500585	Grants for public assistance	92244120	121,541.00
			Subtotal	121,541.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	074-500585	Grants for public assistance	92244120	207,408.00
			Subtotal	207,408.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	074-500585	Grants for public assistance	92244120	207,408.00
			Subtotal	207,408.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	074-500585	Grants for public assistance	92244120	207,408.00
			Subtotal	207,408.00

Total				743,765.00

Grand Total				790,341.00

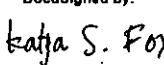
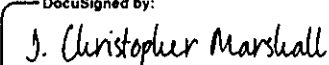
Subject: Operationalization of the Critical Time Intervention Program (SS-2022-DBH-06-OPERA-01)

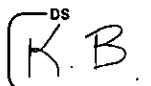
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc., d/b/a Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite 1 Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-9300	1.6 Account Number 05-92-92-922010-4120 05-95-92-920010- 78770000	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$220,402
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 10/5/2021		1.12 Name and Title of Contractor Signatory Kathleen Boisclair Board president	
1.13 State Agency Signature DocuSigned by:  Date: 10/5/2021		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/6/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

K. B.

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

^{DS}
K.B.

**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

^{DS}
K.B.

**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 9 for individuals who:
 - 1.2.1. Are discharged from inpatient behavioral health settings;
 - 1.2.2. Are not receiving ACT services;
 - 1.2.3. Agree to receiving CTI program services; and
 - 1.2.4. Are returning to Region 9.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
 - 1.4.1. Individuals receive services over a period of nine (9) months;
 - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
 - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
 - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
 - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
 - 1.8.1. Individual and organizational challenges;
 - 1.8.2. Progress; and
 - 1.8.3. Opportunities.

**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT B**

- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:
 - 1.9.1. Applicable EHR modifications are fully functional by January of 2022.
 - 1.9.2. The EHR has capacity to capture information regarding:
 - 1.9.2.1. Referrals;
 - 1.9.2.2. Discharge;
 - 1.9.2.3. Assessments;
 - 1.9.2.4. Care plans;
 - 1.9.2.5. All interactions between CTI program and the individual;
 - 1.9.2.6. Hospitalizations; and
 - 1.9.2.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.11. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
 - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
 - 1.12.2. Community Mental Health Centers, statewide.
 - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
 - 1.12.4. Landlords.
 - 1.12.5. Local Businesses.
 - 1.12.6. Community Action Program agencies.
 - 1.12.7. Peer Support Agencies.
 - 1.12.8. Educational Institutions.
 - 1.12.9. Public Assistance Agencies.
 - 1.12.10. Local Welfare Offices.
 - 1.12.11. Public Health Departments.
 - 1.12.12. Transportation providers.

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- 1.12.13. Churches.
- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
 - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services.
 - 1.13.2. Meet to engage with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
 - 1.14.1. Review the individual's treatment history.
 - 1.14.2. Identify existing community supports; and
 - 1.14.3. Develop a care plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the care plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
 - 1.14.3.1. Income.
 - 1.14.3.2. Access to health care, including:
 - 1.14.3.2.1. Health care services;
 - 1.14.3.2.2. Mental health services; and
 - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services.
 - 1.14.3.3. Diet and exercise.
 - 1.14.3.4. Education.
 - 1.14.3.5. Employment.
 - 1.14.3.6. Family and social supports.
 - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall collaborate with the inpatient behavioral health setting, from which an individual is scheduled for discharge and with the individual scheduled for discharge to develop a discharge plan for successful discharge, which includes:
 - 1.15.1. Documenting the individual's recovery and transition goals;

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- 1.15.2. Identifying supports and services to assist the individual with transition back into the community;
- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
 - 1.15.3.1. Housing supports.
 - 1.15.3.2. Mental health services.
 - 1.15.3.3. Primary care health services.
 - 1.15.3.4. Transportation supports.
 - 1.15.3.5. Child care supports.
 - 1.15.3.6. Educational programs and supports.
 - 1.15.3.7. Employment supports.
 - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
 - 1.17.1. Access to emergency department visits;
 - 1.17.2. Access to inpatient services to resolve crisis as they arise; and
 - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

2. Phase One (1) CTI Services

- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills; which may include, but are not limited to:

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- 2.2.1. Scheduling and keeping appointments that include, but are not limited to:
 - 2.2.1.1. Health care appointments.
 - 2.2.1.2. Mental health appointments.
 - 2.2.1.3. Recovery and substance use treatment sessions.
 - 2.2.1.4. Dental appointments.
 - 2.2.1.5. Other appointments relative to life skills.
- 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
- 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
- 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.

3. Phase Two (2) CTI Services

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
 - 3.2.1. Teaching and reinforcing the skills necessary in managing their support network; and
 - 3.2.2. Assisting with self-advocacy.
- 3.3. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 3.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 3.5. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.6. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
 - 3.6.1. Faith and/or spiritual programs.
 - 3.6.2. Physical fitness programs.
 - 3.6.3. Social clubs.

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3.6.4. Creative art programming.

3.6.5. Education.

3.6.6. Employment.

4. Phase Three (3) CTI Services

4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.

4.2. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:

4.2.1. Developing a long-term plan to:

4.2.1.1. Manage their support network independently; and

4.2.1.2. Achieve recovery goals that remain outstanding.

4.3. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

4.4. The Contractor shall facilitate a final meeting with the individual to:

4.4.1. Acknowledge achievements over the past 9 months; and

4.4.2. Ensure the individual can function independently with their support network.

4.5. The Contractor shall enter a final note in the EHR that identifies:

4.5.1. The individual's recovery and transition goals;

4.5.2. The steps the individual made that indicate their ability to manage their support network independently;

4.5.3. The individual's experience in CTI;

4.5.4. Initial Risk Assessment;

4.5.5. Barriers to the Intervention; and

4.5.6. Summarize CTI Intervention.

5. Flexible Needs

5.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services for the individuals they serve, which may include but are not limited to:

5.1.1. Groceries.

5.1.2. Transportation.

5.1.3. Childcare.

5.1.4. Short-term housing costs, such as security deposits or utility bills.

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- 5.1.5. Clothing appropriate for cold weather, job interviews, or work.
- 5.1.6. Other uses pre-approved in writing by the Department.

6. Staffing

- 6.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
 - 6.1.1. Four (4) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
 - 6.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 6.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:
 - 6.2.1. Obtain and verify a minimum of two (2) references for the individual;
 - 6.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
 - 6.2.3. Complete a criminal records check to ensure that the individual has no history of:
 - 6.2.3.1. Felony conviction; or
 - 6.2.3.2. Any misdemeanor conviction involving:
 - 6.2.3.3. Physical or sexual assault;
 - 6.2.3.4. Violence;
 - 6.2.3.5. Exploitation;
 - 6.2.3.6. Child pornography;
 - 6.2.3.7. Threatening or reckless conduct;
 - 6.2.3.8. Theft;
 - 6.2.3.9. Driving under the influence of drugs or alcohol; or
 - 6.2.3.10. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
 - 6.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:
 - 6.2.4.1. The individual's name is on the BEAS state registry;

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- 6.2.4.2. The individual has a record of a felony conviction; or
- 6.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 6.2.3.3.
- 6.3. The Contractor shall ensure all CTI staff:
 - 6.3.1. Complete the CTI model training; and
 - 6.3.2. Attend regular Community of Practice (CoP) meetings.
- 6.4. The Contractor shall participate in training, as requested by the Department, which includes:
 - 6.4.1. A two (2) day CTI worker training.
 - 6.4.2. A one (1) day CTI supervisor training.
- 7. Exhibits Incorporated**
 - 7.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
 - 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
 - 7.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.
- 8. Reporting Requirements**
 - 8.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15th) day of the following month in a format specified by the Department.
 - 8.2. The Contractor shall submit a quarterly report by the fifteenth (15th) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
 - 8.2.1. Implementation milestones that include but are not limited to:
 - 8.2.1.1. Hiring, onboarding, and training of staff.
 - 8.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRF's.
 - 8.2.1.3. Open enrollment.

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- 8.2.1.4. Community engagement activities for individual resource development.
 - 8.2.1.5. CTI program improvement efforts; and
 - 8.2.1.6. Barriers, challenges, and highlights.
- 8.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15th) day of the following month.
- 8.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

9. Operationalization Measures

- 9.1. The Department will monitor the contracted services by:
 - 9.1.1. Meeting with the Contractor to determine whether:
 - 9.1.1.1. Implementation milestones have been met;
 - 9.1.1.2. Staffing requirements have been met; and
 - 9.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
 - 9.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data.
 - 9.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives;
 - 9.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 9.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
 - 9.2.1. Barriers to progress, as identified by the Department.
 - 9.2.2. Action taken to date to address barriers.
 - 9.2.3. Future action to address barriers, with timeframes.

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- 9.2.4. Action taken to date to make progress.
- 9.2.5. Future action to make progress, with timeframes.
- 9.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 9.5. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

10. Additional Terms

- 10.1. Impacts Resulting from Court Orders or Legislative Changes
 - 10.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 10.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 10.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 10.3. Credits and Copyright Ownership
 - 10.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided 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."
 - 10.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

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- 10.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 10.3.3.1. Brochures.
 - 10.3.3.2. Resource directories.
 - 10.3.3.3. Protocols or guidelines.
 - 10.3.3.4. Posters.
 - 10.3.3.5. Reports.
- 10.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 10.4. Operation of Facilities: Compliance with Laws and Regulations
 - 10.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

11. Records

- 11.1. The Contractor shall keep records that include, but are not limited to:
 - 11.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 11.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials,

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inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

11.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

11.1.4. Medical records on each patient/recipient of services.

11.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 94%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN B09SM083987.
 - 1.2. 6% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Except for incentive payments described in Section 4 below, 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 C-1, Budget.
 - 3.1. The Contractor shall ensure flexible funding expenditures incurred are:
 - 3.1.1. Used to directly support the needs of the client when no other funds are not available;
 - 3.1.2. Used for one-time expenses tangible in nature;
 - 3.1.3. Directly allocable to the work performed under this Agreement;
 - 3.1.4. Appropriate in amount and nature, as determined by the Department; and
 - 3.1.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
4. The Contractor shall be eligible to receive incentive payments in an amount not to exceed \$12,994 upon achieving the Incentive Payment Goals as described below in Table 1. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

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Table 1

#	Eligibility Period	Incentive Payment Goal	Percentage of Total Incentive Payments
1	January - March 2022	CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	50%
2	April – June 2022	Improvement in post-discharge appointment measures, as determined by the Department in collaboration with the CMHCs.	25%
		CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	25%

5. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 5.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 5.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 5.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 5.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager

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

7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. 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.
12. Notwithstanding Paragraph 17 of the General Provisions Form 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 must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

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- 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 C-1 Budget

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

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

Budget Request for: Operationalization of the Critical Time Intervention Program

Budget Period: 11/01/2021 to 6/30/2022

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	\$ 128,333.00	\$ 12,833.00	\$ 141,166.00	\$ -	\$ -	\$ -	\$ 128,333.00	\$ 12,833.00	\$ 141,166.00
2. Employee Benefits	\$ 44,917.00	\$ 4,492.00	\$ 49,409.00	\$ -	\$ -	\$ -	\$ 44,917.00	\$ 4,492.00	\$ 49,409.00
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - System Upgrade Funds	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flexible Funding	\$ 5,333.00	\$ -	\$ 5,333.00	\$ -	\$ -	\$ -	\$ 5,333.00	\$ -	\$ 5,333.00
Incentive Payments	\$ 12,994.00	\$ -	\$ 12,994.00	\$ -	\$ -	\$ -	\$ 12,994.00	\$ -	\$ 12,994.00
Recruiting and Hiring Costs	\$ 6,750.00	\$ -	\$ 6,750.00	\$ -	\$ -	\$ -	\$ 6,750.00	\$ -	\$ 6,750.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 203,077.00	\$ 17,325.00	\$ 220,402.00	\$ -	\$ -	\$ -	\$ 203,077.00	\$ 17,325.00	\$ 220,402.00

Indirect As A Percent of Direct

8.5%



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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name:

10/5/2021

Date

DocuSigned by:

Kathleen Boisclair

Name: Kathleen Boisclair

Title: Board president



**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:

10/5/2021

Date

DocuSigned by:

Kathleen Boisclair

Name: Kathleen Boisclair

Title: Board president

Exhibit E – Certification Regarding Lobbying

Vendor Initials

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K.B.

Date 10/5/2021



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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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K. B.



**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).

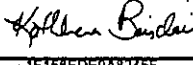
LOWER TIER COVERED TRANSACTIONS

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.

Contractor Name:

10/5/2021

Date

DocuSigned by:

 Name: Kathleen Boisclair
 Title: Board president



New Hampshire Department of Health and Human Services
Exhibit G

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

The Contractor 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:

Contractor 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

Contractor Initials

DS
K.B.

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

5/27/14
Rev. 10/21/14

Page 1 of 2

Date 10/5/2021



**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 Contractor 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:

- I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/5/2021

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "Kathleen Boisclair", written over a horizontal line.

Name: Kathleen Boisclair

Title: Board president

Exhibit G

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

Contractor Initials

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K.B.

Date 10/5/2021



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.

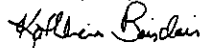
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor 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.

Contractor Name:

10/5/2021

Date

DocuSigned by:


Name: Kathleen Boisclair

Title: Board president



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

3/2014

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

Contractor Initials

K.B.

10/5/2021
 Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Contractor Initials

K. B.

10/5/2021
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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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 by:

katja S. Fox

Signature of Authorized Representative

katja S. Fox

Name of Authorized Representative
Director

Title of Authorized Representative

10/5/2021

Date

Community Partners

Name of the Contractor

Kathleen Boisclair

Signature of Authorized Representative

Kathleen Boisclair

Name of Authorized Representative

Board president

Title of Authorized Representative

10/5/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

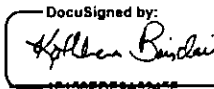
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name:

10/5/2021

Date

DocuSigned by:

Name: Kathleen Boisclair
Title: Board president



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

FORM A

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

149406691

1. The DUNS number for your entity is: 115100091
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 X NO YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential Data or derivative therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential 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 Confidential 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 Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential 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. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential Data upon request or contract termination; and will obtain written certification for any State of New Hampshire Confidential 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 Confidential 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 Confidential Data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate Confidential 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 Confidential Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information-lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - e. limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
 - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer: DHHSPrivacyOfficer@dhhs.nh.gov
- B. DHHS Security Officer: DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

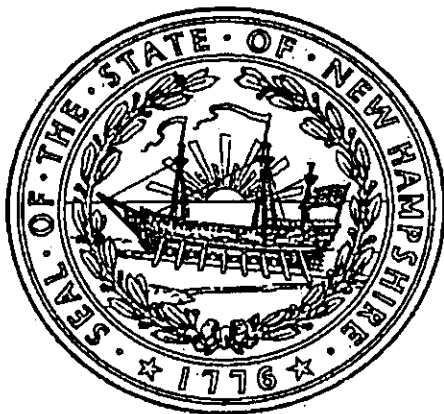
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62273

Certificate Number: 0005358975



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

State of New Hampshire

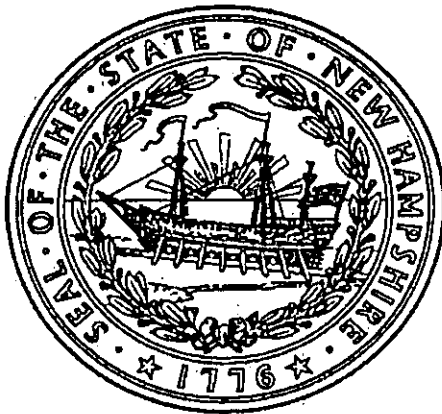
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 455172

Certificate Number: 0005359021



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners.
(Corporation/LLC Name)

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

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

is duly authorized on behalf of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: October 5, 2021

Ann Landry Digitally signed by Ann Landry
Date: 2021.10.05 15:08:31 -04'00'

Signature of Elected Officer
Name: Ann Landry
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2021

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester, NH 03101	CONTACT NAME: Heather Prescott, AINS, CRIS PHONE (A/C No. Ext): (603) 889-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: hprescott@crossagency.com
INSURER(S) AFFORDING COVERAGE	
INSURED Behavioral Health & Developmental Services of Strafford County Inc. DBA: Community Partners 113 Crosby Road, Ste 1 Dover, NH 03820	INSURER A: Philadelphia Indemnity Ins Co INSURER B: Granite State Health Care and Human Services SIG INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 20-21 w/21-22 WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	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: Professional Liability		PHPK2201387	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PHPK2201367	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED: ☒ RETENTION \$ 10,000		PHUB744713	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20210000393 3A: NH	02/01/2021	02/01/2022
A	Directors & Officers Liability		PHSD1586210	11/01/2020	11/01/2021	Limit of insurance \$ 5,000,000

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

Confirmation of Coverage.

CERTIFICATE HOLDER**CANCELLATION**

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

State of NH, Department of Health &
 Human Services
 129 Pleasant Street
 Concord, NH 03301



113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency



Mission: Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

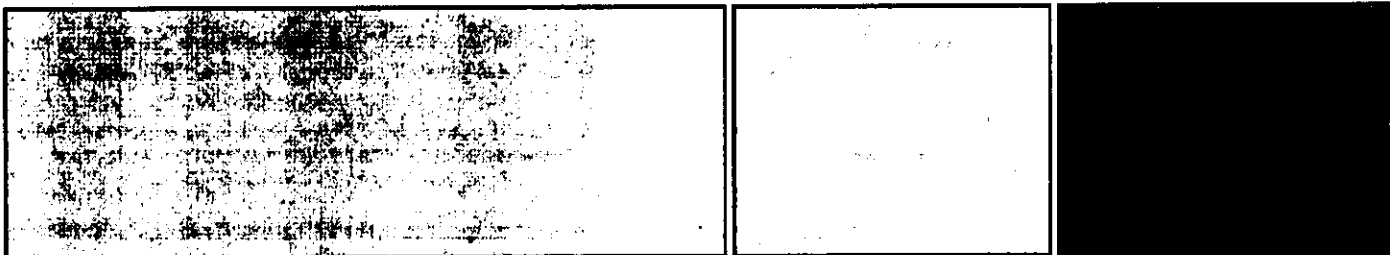
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2020 and 2019

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities, functional revenue and expenses without donor restrictions and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries
Page 2

Opinion

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

Other Matters

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Changes in Accounting Principles

As discussed in Note 1 to the consolidated financial statements, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to these matters.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 3, 2020

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Financial Position

June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
ASSETS		
Cash and cash equivalents	\$ 6,801,286	\$ 4,023,971
Restricted cash	112,525	112,436
Accounts receivable, net of allowance for doubtful accounts	2,092,725	1,171,501
Grants receivable	591,940	162,264
Prepaid expenses	485,267	401,402
Property and equipment, net	<u>2,231,627</u>	<u>2,118,838</u>
Total assets	<u>\$12,315,370</u>	<u>\$ 7,990,412</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 2,842,555	\$ 2,540,469
Estimated third-party liability	1,031,569	1,202,701
Operating lease payable	72,230	40,785
Loan fund	89,562	89,473
Notes payable	<u>4,159,036</u>	<u>884,773</u>
Total liabilities	8,194,952	4,758,201
Net assets		
Net assets without donor restrictions	4,018,670	3,232,211
With donor restrictions	<u>101,748</u>	<u>-</u>
Total net assets	<u>4,120,418</u>	<u>3,232,211</u>
Total liabilities and net assets	<u>\$12,315,370</u>	<u>\$ 7,990,412</u>

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Activities

Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	\$31,378,211	\$29,163,571
Medicare revenue	175,540	196,444
Client resources	2,176,062	1,934,005
Contract revenue	1,632,156	1,546,526
Grant income	1,700,264	1,111,668
Interest income	37,074	8,454
Other program revenue	1,340,942	722,753
Public support	119,432	123,304
Other revenue	<u>736,918</u>	<u>198,539</u>
Total public support and revenue	<u>39,296,599</u>	<u>35,005,264</u>
Expenses		
Program services		
Case management	1,040,686	1,041,170
Day programs and community support	5,160,769	5,034,457
Early support services and youth and family	4,513,949	4,196,063
Family support	643,257	634,699
Residential services	12,328,472	10,799,339
Consolidated services	4,023,490	3,599,405
Adult services	2,899,359	2,665,698
Emergency services	660,072	654,437
Other	<u>3,730,957</u>	<u>2,655,420</u>
Total program expenses	35,001,011	31,280,688
Supporting services		
General management	<u>3,509,129</u>	<u>3,438,646</u>
Total expenses	<u>38,510,140</u>	<u>34,719,334</u>
Change in net assets without donor restrictions	786,459	285,930
Changes in net assets with donor restrictions		
Grants and contributions	<u>101,748</u>	<u>-</u>
Change in net assets	888,207	285,930
Net assets, beginning of year	<u>3,232,211</u>	<u>2,946,281</u>
Net assets, end of year	<u>\$ 4,120,418</u>	<u>\$ 3,232,211</u>

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

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2020

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 896,389	\$ 4,040,408	\$ 5,011,919	\$ 290,667	\$ 13,303,054	\$ 4,340,039	\$ 3,205,815	\$ 55,509	\$ 234,411	\$ 31,378,211	\$ -	\$ 31,378,211
Medicare revenue	-	8,483	-	-	-	-	141,878	-	25,179	175,540	-	175,540
Client resources	25,855	39,957	729,354	-	1,105,531	25,847	157,206	23,514	68,798	2,176,062	-	2,176,062
Contract revenue	66,892	286,211	441,695	76,179	32,307	46,470	3,554	212,777	313,940	1,479,825	152,331	1,632,156
Grant income	6,530	25,185	82,068	19,116	-	1,529	58,420	1,553	1,497,990	1,692,391	7,873	1,700,264
Interest income	-	13	-	-	-	-	-	-	26	39	37,035	37,074
Other program revenue	-	18,551	27,420	-	-	-	-	-	1,284,784	1,330,755	10,187	1,340,942
Public support	13,673	2,702	10,497	15,378	-	-	28	-	72,917	115,195	4,237	119,432
Other revenue	700	63,080	31,765	-	468,093	60,300	41,577	1,500	41,775	708,790	28,128	736,918
Total public support and revenue	1,009,839	4,484,590	6,334,718	401,340	14,908,985	4,474,185	3,608,478	294,853	3,539,820	39,056,808	239,791	39,296,599
Expenses												
Salaries and wages	639,373	2,554,260	2,877,014	200,501	1,308,697	1,617,524	2,040,948	279,097	1,838,557	13,455,971	2,370,206	15,826,177
Employee benefits	154,673	679,863	612,719	54,696	310,437	109,780	116,426	53,131	613,305	2,705,030	435,661	3,140,691
Payroll taxes	46,388	195,495	212,631	15,114	95,342	121,480	110,366	20,826	168,279	985,721	158,453	1,144,174
Contracted substitute staff	-	5,911	7,231	-	-	-	590	-	-	13,732	17,248	30,980
Client treatment services	15,137	312,089	123,575	245,525	4,512,631	1,860,360	153,011	-	5,756	7,228,084	2,598	7,230,682
Professional fees and consultants	27,583	55,606	138,495	10,581	37,226	12,644	109,920	267,144	190,882	850,081	140,722	990,803
Subcontractors	-	515,479	-	-	5,771,343	80,269	-	-	-	6,387,091	-	6,387,091
Staff development and training	5,479	12,727	39,293	1,090	2,281	6,746	12,841	4,509	12,427	97,393	31,198	128,591
Rent	-	98,205	97,824	-	36,364	-	72,390	7,123	70,446	382,352	18,932	401,284
Utilities	6,347	44,653	19,777	1,320	16,041	2,118	20,549	4,697	22,150	139,652	21,906	161,558
Building maintenance and repairs	11,993	60,501	47,325	1,984	23,574	3,182	36,498	1,886	162,881	349,824	26,844	376,668
Other occupancy costs	9,081	84,201	35,347	1,436	12,844	2,304	21,901	-	43,925	211,039	6,664	217,703
Office	11,725	57,304	49,229	2,703	17,000	4,538	25,310	3,481	54,752	226,042	61,357	287,399
Building and housing	3,105	18,038	8,750	536	6,874	924	6,140	704	20,116	65,167	12,953	78,140
Client consumables	491	24,732	849	2,988	20,363	49,141	1,654	21	43,060	143,299	1,211	144,510
Medical	-	351	480	-	104	-	429	67	3,587	5,018	135	5,153
Equipment maintenance	22,946	74,773	83,469	4,566	26,705	7,312	48,518	6,017	42,943	319,249	60,942	380,191
Depreciation	16,007	73,255	42,230	3,723	31,828	5,956	17,412	2,358	42,460	235,229	30,559	265,788
Advertising	236	2,366	2,195	361	1,200	961	1,510	114	972	9,815	1,622	11,537
Printing	-	139	-	-	-	-	-	-	-	139	687	826
Telephone and communications	20,929	45,411	43,446	3,577	11,433	5,502	33,071	3,779	35,428	202,576	49,661	252,237
Postage and shipping	994	5,371	4,708	225	1,823	360	3,605	609	7,436	25,431	3,513	28,944
Transportation	10,325	148,468	19,723	2,440	49,167	109,894	21,328	513	32,697	394,755	8,040	402,795
Assistance to individuals	27,034	4,643	4,496	87,716	3,402	18,011	3,044	407	30,503	180,256	3,842	184,098
Insurance	8,419	82,016	41,173	1,662	25,208	2,980	37,730	3,745	28,145	231,278	36,622	267,900
Membership dues	23	1,198	749	5	46	9	3,236	11	108,614	113,891	3,723	117,614
Interest	398	3,714	1,221	308	4,439	495	732	33	16,737	28,077	2,760	30,857
Other	-	-	-	-	-	-	-	-	34,699	34,699	1,050	35,749
Total expenses	1,040,686	5,180,789	4,513,949	643,257	12,328,472	4,023,490	2,899,359	660,072	3,730,957	35,001,011	3,509,129	38,510,140
(Decrease) increase in net assets without restrictions	\$ (30,847)	\$ (676,179)	\$ 1,820,769	\$ (241,917)	\$ 2,580,513	\$ 450,695	\$ 709,119	\$ (365,219)	\$ (191,137)	\$ 4,055,797	\$ (3,269,338)	\$ 786,459

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

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2019

	Case Management	Dry Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 906,600	\$ 4,143,493	\$ 4,260,603	\$ 305,782	\$ 12,217,725	\$ 3,856,075	\$ 3,197,558	\$ 45,653	\$ 230,102	\$ 29,163,571	\$ -	\$ 29,163,571
Medicare revenue	-	18,238	-	-	-	-	158,215	-	19,991	196,444	-	196,444
Client resources	61,044	62,667	528,823	-	1,042,019	23,156	126,198	28,324	61,774	1,934,005	-	1,934,005
Contract revenue	105,269	308,584	404,433	76,279	19,928	46,470	700	178,823	199,984	1,340,470	208,056	1,546,526
Grant income	15,030	75,112	84,404	27,048	-	1,500	62,679	4,238	837,657	1,107,668	4,000	1,111,668
Interest income	-	-	-	-	-	-	-	-	-	-	8,454	8,454
Other program revenue	-	47,510	26,280	-	-	-	-	-	642,092	715,882	6,871	722,753
Public support	12,575	6,503	17,150	16,115	-	2,897	2,425	-	60,848	118,313	4,991	123,304
Other revenue	164	200	265	-	24,411	-	11,225	-	13,910	50,175	148,364	198,539
Total public support and revenue	1,100,682	4,662,307	5,321,958	425,204	13,304,083	3,930,098	3,559,000	257,038	2,066,158	34,626,528	378,736	35,005,264
Expenses												
Salaries and wages	618,554	2,591,978	2,645,378	153,744	1,186,741	1,574,898	1,882,810	262,726	1,339,135	12,255,962	2,225,787	14,481,749
Employee benefits	155,688	725,683	618,235	43,841	286,380	114,976	206,739	57,444	425,053	2,633,840	502,190	3,136,030
Payroll taxes	45,086	205,829	194,655	11,761	86,697	119,265	98,181	19,156	116,098	896,728	152,858	1,049,586
Contracted substitute staff	-	7,196	-	-	-	-	-	-	-	7,196	2,898	10,094
Client treatment services	25,457	59,794	117,396	300,788	4,080,658	1,478,668	61,871	-	13,638	6,138,268	31	6,138,299
Professional fees and consultants	36,609	59,399	106,919	7,212	102,207	14,046	81,569	274,494	70,392	752,847	90,707	843,554
Subcontractors	-	420,214	-	-	4,656,701	49,090	-	-	-	5,126,005	-	5,126,005
Staff development and training	2,207	16,017	17,066	4,437	3,165	4,499	9,656	1,060	6,381	64,488	79,033	143,521
Rent	-	99,754	93,461	-	35,450	-	70,190	7,524	51,079	357,458	19,212	376,670
Utilities	9,370	55,250	23,008	1,492	18,311	2,348	11,916	5,911	88,105	215,709	29,976	245,685
Building maintenance and repairs	14,556	71,509	43,135	2,340	50,893	3,920	21,130	533	127,740	335,556	19,436	354,992
Other occupancy costs	4,994	55,787	21,158	798	9,012	1,244	9,299	-	29,422	131,714	8,581	140,295
Office	10,417	64,185	56,760	2,411	21,475	4,191	31,806	4,850	51,698	247,593	87,522	335,115
Building and housing	3,575	15,856	8,170	722	6,394	925	4,136	578	6,883	47,237	8,711	55,948
Client consumables	949	28,368	6,315	2,997	20,369	48,309	3,894	62	11,678	122,941	1,450	124,391
Medical	-	1,389	538	-	178	-	639	74	621	3,439	272	3,711
Equipment maintenance	15,857	50,227	45,332	2,687	21,975	5,603	30,933	3,922	16,895	193,431	40,445	233,876
Depreciation	30,694	152,835	79,473	5,581	69,061	14,998	40,071	5,865	24,080	422,858	59,430	482,088
Advertising	237	1,049	1,788	25	412	67	723	58	189	4,548	1,281	5,829
Printing	-	31	368	-	-	-	82	12	30	521	845	1,366
Telephone and communications	17,280	40,314	38,423	3,011	9,469	4,559	27,879	3,966	23,495	168,396	40,737	209,133
Postage and shipping	823	5,115	4,727	147	1,817	394	3,928	686	4,414	22,051	1,740	23,791
Transportation	13,906	217,589	31,547	4,005	88,089	110,411	29,107	1,622	26,433	522,709	15,396	538,105
Assistance to individuals	23,822	2,555	3,429	84,929	15,494	42,055	1,234	162	28,685	202,385	4,565	206,950
Insurance	8,781	76,150	36,307	1,596	25,423	4,291	33,316	3,588	12,620	204,072	30,636	234,708
Membership dues	22	2,033	104	4	49	10	3,971	11	104,785	110,969	4,081	115,050
Interest	2,285	5,844	2,181	371	3,119	622	818	115	6,569	21,904	3,817	25,521
Other	-	507	214	-	-	20	-	-	69,322	70,063	7,209	77,272
Total expenses	1,041,170	5,034,457	4,196,063	634,699	10,799,339	3,599,405	2,665,698	654,437	2,855,420	31,280,688	3,438,646	34,719,334
Increase (decrease) in net assets without restrictions	\$ 59,512	\$ (372,150)	\$ 1,125,895	\$ (209,495)	\$ 2,504,744	\$ 330,693	\$ 893,302	\$ (397,399)	\$ (589,262)	\$ 3,345,840	\$ (3,059,910)	\$ 285,930

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Cash Flows

Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Change in net assets	\$ 888,207	\$ 285,930
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	265,788	482,088
Change in allowance for doubtful accounts	50,900	20,859
Increase in		
Accounts receivable	(972,124)	(303,973)
Grants receivable	(429,676)	(104,042)
Prepaid expenses	(83,865)	(21,843)
Increase (decrease) in		
Accounts payable and accrued expenses	302,086	405,683
Estimated third-party liability	(171,132)	81,650
Operating lease payable	31,445	40,785
Loan fund	<u>89</u>	<u>90</u>
Net cash (used) provided by operating activities	<u>(118,282)</u>	<u>887,227</u>
Cash flows from investing activities		
Acquisition of property and equipment	<u>(378,577)</u>	<u>(536,486)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	3,464,095	300,000
Principal payments on long-term borrowings	<u>(189,832)</u>	<u>(261,109)</u>
Net cash provided by financing activities	<u>3,274,263</u>	<u>38,891</u>
Net increase in cash, cash equivalents and restricted cash	2,777,404	389,632
Cash, cash equivalents and restricted cash, beginning of year	<u>4,136,407</u>	<u>3,746,775</u>
Cash, cash equivalents and restricted cash, end of year	\$ <u>6,913,811</u>	\$ <u>4,136,407</u>
Reconciliation of cash, cash equivalents and restricted cash, end of year:		
Cash and cash equivalents	\$ 6,801,286	\$ 4,023,971
Restricted cash	<u>112,525</u>	<u>112,436</u>
	\$ <u>6,913,811</u>	\$ <u>4,136,407</u>

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses for programs offered) for individuals with developmental disabilities and/or mental illness and their families. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

	<u>2020</u>	<u>2019</u>
Funds received	\$ 153,805	\$ 58,259
Funds disbursed	<u>38,327</u>	<u>40,064</u>
	<u>\$ 115,478</u>	<u>\$ 18,195</u>

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	\$ 582,844
Funds disbursed	<u>355,700</u>
	<u>\$ 227,144</u>

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Newly Adopted Accounting Principles and Reclassifications

During 2020, the Organization adopted FASB Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*. This ASU requires an entity to present restricted cash with cash and cash equivalents on the consolidated statement of cash flows, rather than reporting the change as operating activities. A reconciliation of the cash and cash equivalents and amounts generally described as restricted cash in the consolidated statement of cash flow to the consolidated statement of financial position is also required. The impact of adoption to the consolidated statement of cash flows for the year ended June 30, 2019 is an increase in cash used from operating activities of \$19,011 and an increase to cash, cash equivalents and restricted cash, beginning of year of \$93,425.

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

Use of Estimates

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

Basis of Presentation

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

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

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

Contributions

Contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent money market accounts and repurchase agreements as of June 30, 2020 and 2019.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2020 and 2019, allowances were recorded in the amount of \$487,805 and \$436,905, respectively.

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the asset is placed into service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	5-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

Estimated Third-Party Liability

The Organization's estimated third-party liability consists of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, and certain pass-through funds.

Functional Allocation of Expenses

The Organization's expenses are presented on a functional basis, showing basic program activities and support services. The Organization allocates expenses based on the organizational cost centers in which expenses are incurred. In certain instances, expenses are allocated between support functions and program services based on personnel time and space utilized for the related services.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

2. Availability and Liquidity of Financial Assets

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

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

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the consolidated statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal year 2020 and 2019.

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

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 6,699,538	\$ 4,023,971
Accounts receivable, net	2,092,725	1,171,501
Grants receivable	<u>591,940</u>	<u>162,264</u>
Financial assets available to meet general expenditures within one year	<u>\$ 9,384,203</u>	<u>\$ 5,357,736</u>

3. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2020 and 2019, the Organization held cash totaling \$89,562 and \$89,473, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2020 and 2019, the Organization held cash totaling \$22,963, which was restricted for this program. A corresponding amount has been recorded as a liability.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2020</u>	<u>2019</u>
Land and buildings	\$ 2,218,893	\$ 2,218,893
Building improvements	2,106,939	1,818,475
Vehicles	860,237	844,502
Equipment and furniture	<u>2,939,058</u>	<u>2,909,242</u>
	8,125,127	7,791,112
Less accumulated depreciation	<u>5,893,500</u>	<u>5,672,274</u>
	<u>\$ 2,231,627</u>	<u>\$ 2,118,838</u>

5. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 0.5%-1% over the bank's stated index, which was 4.25% at June 30, 2020. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2020 and 2019, there was no outstanding balance on the line of credit.

The Organization has an equipment line of credit agreement with a bank amounting to \$250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increased to 1.75% over the FHLB index, which was 3.75% at June 30, 2020. The line of credit has a maturity date of October 6, 2024. At June 30, 2020 and 2019, there was no outstanding balance on the line of credit.

6. Notes Payable

Notes payable consisted of the following:

	<u>2020</u>	<u>2019</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	\$ 95,635	\$ 139,608

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Note payable to a bank, paid in full during 2020.	-	29,961
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, paid in 2020.	44,249	74,560
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	96,413	111,028
Note payable to a bank, payable in monthly principal and interest payments totaling \$2,413 are due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	63,379	90,940
Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	124,756	142,559
Note payable to a bank, payable in monthly installments totaling \$3,162, including interest at 4.85%, through April 2029; collateralized by certain real estate.	272,136	296,117
Note payable to a bank, payable in monthly installments totaling \$789, including interest at 7.69%, through March 2025; collateralized by a certain vehicle.	37,468	-
Non-interest bearing note payable to the State of New Hampshire, Department of Health and Human Services (DHHS). A portion or all of the note payable will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid 180 days after the expiration of the State of Emergency declared by Governor of New Hampshire. Subsequent to June 30, 2020, the State of Emergency was extended through August 7, 2020. Management intends to apply for forgiveness once it becomes available. This loan is unsecured, but is guaranteed by the U.S. Small Business Administration.	50,000	-

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Payroll Protection Program (PPP) loan to a Bank borrowed in April 2020. A portion or all of the PPP loan will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid over two years at a fixed interest rate of 1%. Management intends to apply for forgiveness once it becomes available. At June 30, 2020, the Organization has not yet applied for forgiveness. This loan is unsecured.

	<u>3,375,000</u>	<u>-</u>
	\$ <u>4,159,036</u>	\$ <u>884,773</u>

The scheduled maturities of long-term debt are as follows:

2021	\$ 1,336,614
2022	1,847,393
2023	652,928
2024	77,240
2025	76,593
Thereafter	<u>168,268</u>
	\$ <u>4,159,036</u>

Cash paid for interest approximates interest expense.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was \$401,284 in 2020 and \$376,670 in 2019.

Future minimum operating lease payments are as follows:

2021	\$ 426,200
2022	401,560
2023	384,589
2024	347,614
2025	283,355
Thereafter	<u>2,211,640</u>
	\$ <u>4,054,958</u>

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Litigation

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

8. Concentrations

For the years ended June 30, 2020 and 2019, approximately 80% and 83%, respectively, of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	<u>2020</u>	<u>2019</u>
Developmental Services	\$ 1,532,231	\$ 681,243
Behavioral Health Services	<u>82,757</u>	<u>133,889</u>
	<u>\$ 1,614,988</u>	<u>\$ 815,132</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2022.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2021.

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2020 and 2019, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2020 were \$404,476 and during the year ended June 30, 2019 were \$377,307. The total expense for the year ended June 30, 2020 for the Developmental Services division was \$241,646, and for the Behavioral Health Services division was \$162,830. The total expense for the year ended June 30, 2019 for the Developmental Services division was \$226,774, and for the Behavioral Health Services division was \$150,533.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 3, 2020, which is the date that the consolidated financial statements were available to be issued.

11. Uncertainty

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

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

SUPPLEMENTARY INFORMATION

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2020 and 2019

	2020						2019					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
ASSETS												
Cash and cash equivalents	\$ 4,852,149	\$ 1,822,616	\$ 1,125	\$ 125,396	\$ -	\$ 6,801,286	\$ 2,426,960	\$ 1,484,207	\$ 1,138	\$ 111,666	\$ -	\$ 4,023,971
Restricted cash	112,525	-	-	-	-	112,525	112,436	-	-	-	-	112,436
Accounts receivable, net of allowance for doubtful accounts	1,754,753	732,614	34	101,748	(496,324)	2,092,725	939,082	718,471	76	-	(486,128)	1,171,501
Grants receivable	319,109	272,831	-	-	-	591,940	18,998	143,266	-	-	-	162,264
Prepaid expenses	267,588	217,679	-	-	-	485,267	222,496	178,906	-	-	-	401,402
Interest in net assets of subsidiaries	225,181	-	-	-	(225,181)	-	109,846	-	-	-	(109,846)	-
Property and equipment, net	1,883,374	348,253	-	-	-	2,231,627	1,746,811	372,227	-	-	-	2,118,838
Total assets	\$ 9,414,679	\$ 3,393,893	\$ 1,159	\$ 227,144	\$ (721,505)	\$ 12,315,370	\$ 5,576,229	\$ 2,897,077	\$ 1,214	\$ 111,666	\$ (595,774)	\$ 7,990,412
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	\$ 2,705,799	\$ 629,958	\$ 3,122	\$ -	\$ (496,324)	\$ 2,842,555	\$ 2,479,415	\$ 543,949	\$ 3,233	\$ -	\$ (486,128)	\$ 2,540,469
Estimated third-party liability	662,676	368,893	-	-	-	1,031,569	754,211	448,490	-	-	-	1,202,701
Operating lease payable	17,884	54,346	-	-	-	72,230	10,098	30,687	-	-	-	40,785
Loan fund	89,562	-	-	-	-	89,562	89,473	-	-	-	-	89,473
Notes payable	4,114,787	44,249	-	-	-	4,159,036	810,213	74,560	-	-	-	884,773
Total liabilities	7,590,708	1,097,446	3,122	-	(496,324)	8,194,952	4,143,410	1,097,686	3,233	-	(486,128)	4,758,201
Net assets (deficit)												
Net assets (deficit) without donor restrictions	1,722,223	2,296,447	(1,963)	125,396	(123,433)	4,018,670	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211
With donor restrictions	101,748	-	-	101,748	(101,748)	101,748	-	-	-	-	-	-
Total net assets (deficit)	1,823,971	2,296,447	(1,963)	227,144	(225,181)	4,120,418	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211
Total liabilities and net assets (deficit)	\$ 9,414,679	\$ 3,393,893	\$ 1,159	\$ 227,144	\$ (721,505)	\$ 12,315,370	\$ 5,576,229	\$ 2,897,077	\$ 1,214	\$ 111,666	\$ (595,774)	\$ 7,990,412

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2020 and 2019

	2020						2019					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in net assets (deficit) without donor restrictions												
Public support and revenue												
Medicaid revenue	\$ 23,575,343	\$ 7,802,868	\$ -	\$ -	\$ -	\$ 31,378,211	\$ 22,008,443	\$ 7,155,128	\$ -	\$ -	\$ -	\$ 29,163,571
Medicare revenue	-	175,540	-	-	-	175,540	-	196,444	-	-	-	196,444
Client resources	1,583,678	592,384	-	-	-	2,176,062	1,503,668	430,337	-	-	-	1,934,005
Contract revenue	675,812	956,344	-	-	-	1,632,156	683,560	862,966	-	-	-	1,546,526
Grant income	278,171	1,422,093	-	-	-	1,700,264	302,778	808,890	-	-	-	1,111,668
Interest income	21,184	15,890	-	-	-	37,074	4,289	4,165	-	-	-	8,454
Other program income	1,340,942	-	-	-	-	1,340,942	722,753	-	-	-	-	722,753
Public support	65,464	2,647	-	51,321	-	119,432	55,233	9,905	-	58,166	-	123,304
Other revenue	681,502	68,411	9,060	735	(22,791)	736,918	53,570	163,070	9,057	93	(27,251)	198,539
Total public support and revenue	28,222,096	11,036,177	9,060	52,057	(22,791)	39,296,599	25,334,294	9,630,905	9,057	58,259	(27,251)	35,005,264
Expenses												
Program services												
Case management	1,040,686	-	-	-	-	1,040,686	1,041,170	-	-	-	-	1,041,170
Day programs and community support	4,169,526	991,243	-	-	-	5,160,769	4,117,219	917,238	-	-	-	5,034,457
Early support services and youth and family	1,892,618	2,621,331	-	-	-	4,513,949	1,614,339	2,581,724	-	-	-	4,196,063
Family support	643,257	-	-	-	-	643,257	634,699	-	-	-	-	634,699
Residential services	12,328,472	-	-	-	-	12,328,472	10,799,339	-	-	-	-	10,799,339
Consolidated services	4,023,490	-	-	-	-	4,023,490	3,599,405	-	-	-	-	3,599,405
Adult services	212,701	2,686,658	-	-	-	2,899,359	123,658	2,542,040	-	-	-	2,665,698
Emergency services	-	660,072	-	-	-	660,072	-	654,437	-	-	-	654,437
Other	1,709,045	1,983,685	9,004	38,327	(9,004)	3,730,957	1,133,368	1,481,990	9,164	40,064	(9,164)	2,655,420
Total program expenses	26,019,796	8,942,889	9,004	38,327	(9,004)	35,001,011	23,063,195	8,177,429	9,164	40,064	(9,164)	31,280,688
Supporting services												
General management	1,912,897	1,596,232	-	-	-	3,509,129	1,916,368	1,522,278	-	-	-	3,438,646
Total expenses	27,932,692	10,539,121	9,004	38,327	(9,004)	38,510,140	24,979,563	9,699,707	9,164	40,064	(9,164)	34,719,334
Change in net assets (deficit) without donor restrictions	289,404	497,056	56	13,730	(13,787)	786,459	354,731	(68,802)	(107)	18,195	(18,087)	285,930
Changes in net assets with donor restrictions												
Grants and contributions	101,748	-	-	101,748	(101,748)	101,748	-	-	-	-	-	-
Change in net assets (deficit)	391,152	497,056	56	115,478	(115,535)	888,207	354,731	(68,802)	(107)	18,195	(18,087)	285,930
Net assets (deficit), beginning of year	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211	1,078,088	1,868,193	(1,912)	93,471	(91,559)	2,946,281
Net assets (deficit), end of year	\$ 1,823,971	\$ 2,296,447	\$ (1,963)	\$ 227,144	\$ (225,181)	\$ 4,120,418	\$ 1,432,819	\$ 1,799,391	\$ (2,019)	\$ 111,666	\$ (109,646)	\$ 3,232,211



Community Partners BOARD OF DIRECTORS 2020-2021

PRESIDENT

Kathleen Boisclair (Joined 9/25/12)

TREASURER

Anthony Demers (Joined 01/20/15)

VICE PRESIDENT

Wayne Goss (Joined 1/28/14)

SECRETARY

Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kerri Larkin (C) (Joined 11/23/10)	Bryant Hardwick (Joined 2/22/11)
Kristine Baber (Joined 4/26/13)	Judge Daniel Cappiello (Joined 03/22/14)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 8/23/16)	Phillip Vancelette (Joined 5/31/17)	Gary Gletow (Joined 10/23/18)
Paula McWilliam (Joined 12/18/18)	Mark Santoski (Joined 9/24/19)	Margaret (Maggie) Wallace (Joined 9/24/19)

BRIAN J. COLLINS

Summary:

A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

Experience:

1995 - Present

Executive Director

**Behavioral Health & Developmental Services of Strafford County, Inc.,
D/B/A Community Partners of Strafford County, Dover, NH**

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and \$25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's \$324K negative total net assets upon arrival to \$3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impending bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

Brian Collins

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and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

**Executive Director
The Plus Company, Nashua, NH**

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost \$500,000 over a prior five-year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989

**Program Planning and Review Specialist
New Hampshire DMHDS, Concord, NH**

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.

Brian Collins

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1982 - 1985

**Quality Assurance Administrator,
Training Coordinator, New Hampshire DMHDS**

Quality: Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

Training: Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

Education:

Masters in Public Administration, University of New Hampshire
BA, Communications, Boston College Evening School

Advisory Boards:

Advisory Board, University of New Hampshire Institute on Disability (UAP)
University of Hartford Rehabilitation Training Program
Virginia Commonwealth University Rehabilitation Research and Training Center.
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.
Overseeing services to children with disabilities from birth to age three.
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities

Memberships:

The Association for Persons with Severe Handicaps (TASH)
American Association on Mental Retardation (AAMR)
National Rehabilitation Association (NRA)
New Hampshire Rehabilitation Association (NHRA)
American Network of Community Options and Resources

Christopher D. Kozak

SENIOR MANAGEMENT

Profile

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

Professional Experience

Community Partners

Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Operating Officer (4/12 – present)

Director of Quality Improvement (10/10 – 4/12)

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

Accomplishments

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing managers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – Present

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc.

Bedford, MA August 2006 – July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>\$9 million).
- Member of the Senior Management Team that successfully secured \$7.5 million of B-round

financing.

Landmark Solutions, LLC (A.K.A. BHN)

Concord, NH September 1998 – September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 – 8/06)

Director of Behavioral Health Services (8/98 – 7/03)

Complete responsibility for the managed care product including \$3.5 million operating budget, \$18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

Accomplishments

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
 - Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
 - Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
 - Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
 - Brought credentialing process in-house resulting in a 66% reduction in operating costs.
 - Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
 - Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions'.
-

CNR Health, Inc.

Milwaukee, WI August 1991 – September 1998

A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.

Director of Case Management

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

Accomplishments

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
 - Directly responsible for a \$2.5 million dollar operating budget.
-

Education

North Dakota State University, Fargo, ND

Bachelor of Science in Psychology, 5/87

Minor: Statistics

Marquette University, Milwaukee, WI

Master of Science in Clinical Psychology, 8/89

Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

Suzanne Bagdasarian



Business Experience

2001 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2019 – Present

Responsible for directing the overall financial and administrative management of this \$35 million agency, including Facilities, and IT.

Controller 2001 – 2018

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- Accomplished “clean” annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with oversight for cash management, accounts payable, billing & collections, payroll and accounts receivable functions.
- Developed the agency budget including reporting functionality for monitoring performance.
- Project Manager for conversion of electronic health record.

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

- Responsible for all internal and external financial functions including general accounting, financial analysis, system operations, and reporting for Hospitals and Physicians.
- Reorganized and redesigned department staff functions, improved quality of provider financial reporting and reduced monthly financial close and reporting time by 30%.
- Responsible for the quality and integrity of medical expense data representing 85% of the company's expenses.

Budget Manager – 1999- 2000

- Developed and prepared \$1.7 billion medical care and \$65 million Network Management administrative budget in collaboration with department Directors and Vice Presidents.
- Prepared scenario analysis, year-end, and multi-year financial projections and established cost allocations for administrative budget.

Supervisor NNE- Financial & Utilization Analysis Department – 1997-1999

- Established and supervised a new department responsible for financial and utilization analysis for Hospitals and Physicians located in Maine and New Hampshire.
- Created financial models and scenario analysis supporting contract negotiations with Hospitals and Physicians.

Suzanne Bagdasarian

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Financial & Utilization Analyst- 1994 – 1997

- Monitored medical expenses and utilization patterns identifying cost saving opportunities.
- Produced, analyzed, and presented financial and utilization data to Senior Management and external Hospitals and Physicians.

1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA

Staff Accountant

- Responsible for daily and monthly account receivable posting and reconciliation.
- Performed internal audits of field offices and external bank audits.

Education

M.B.A., Economics, 1999, Bentley College, Waltham MA

B.S., Accounting & Business Management, 1991, Rivier College, Nashua, NH

Tammy Smith

Objective: To obtain a full time position.

Experience:

Life Coach

4/2010 - present

LifeShare Dover, NH

- Provide day program services to adults with disabilities.
- Mandt Certified
- Responsible for writing activity schedules.

(additional job responsibilities: 6/25/2012-7/31/2012 Temporary Program Manager

As well as 8/1/2012-9/7/2012 Temporary Associate Director.)

Homemaker

1/2009 - 4/2010

Area Homecare Portsmouth, NH

- Provided support to elderly and or disabled people in their homes.
- Conducted safety Assessments.
- Wrote daily contact notes, highlighted areas of concern.

Case Manager

3/1999- 9/2002

Strafford Guidance Center - Rochester, NH

- Managed a case load of 30 plus individuals with chronic mental illness.
- Provided supportive counseling and crisis intervention.
- Wrote treatment plans based on clients goals.

Sales Clerk

2/03-11/10

Liar's Paradise-Nottingham, NH

Skills Instructor / Paraprofessional

1/97 - 3/99

Easter Seals - Portsmouth, NH and Epping NH

- Supported students through a school to work program.
- Provided day program services to adults with disabilities.
- Facilitated group activities to increase peer socialization.

Education

UNH Durham, NH

1994 - 1996

Bachelors Degree in Social Work

Transferred to UNH with an Associate Degree in Human Services.

References:

Alden Gregory

-Former supervisor at Lifeshare.

Phone: 802-282-9928

Jaylon Curry

-Former Supervisor at Lifeshare.

Phone: 802-578-3174

Steve Ballou

-Former supervisor at Strafford Guidance Center.

Phone: 603-315-5182

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Name of Program/Service: Critical Time Intervention Program

BUDGET PERIOD:	11/1/21 - 6/30/22		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Collins, Brian, Executive Director	\$246,552	0.00%	\$0.00
Kozak, Christopher, C. O. O.	\$103,000	0.00%	\$0.00
Bagdasarian, Suzanne, C.F.O.	\$130,000	0.00%	\$0.00
Smith, Tammy, Resource Center Director	\$72,300	10.00%	\$7,230.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$7,230.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Operationalization of the Critical Time Intervention Program (SS-2022-DBH-06-OPERA-02)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health		1.4 Contractor Address 100 W. Pearl St. Nashua, NH 03060	
1.5 Contractor Phone Number (603) 889-6147	1.6 Account Number 05-95-92-922010-4120 05-95-92-920010-78770000	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$220,402
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Cynthia L Whitaker, PsyD MLADC Date 10/7/2021		1.12 Name and Title of Contractor Signatory Cynthia L Whitaker, PsyD MLADC president and CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date 10/8/2021		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Bill Perlow</u> On: 10/8/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 6 for individuals who:
 - 1.2.1. Are discharged from inpatient behavioral health settings;
 - 1.2.2. Are not receiving ACT services;
 - 1.2.3. Agree to receiving CTI program services; and
 - 1.2.4. Are returning to Region 6.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
 - 1.4.1. Individuals receive services over a period of nine (9) months;
 - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
 - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
 - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
 - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
 - 1.8.1. Individual and organizational challenges;
 - 1.8.2. Progress; and
 - 1.8.3. Opportunities.

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- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:
 - 1.9.1. Applicable EHR modifications are fully functional by January of 2022.
 - 1.9.2. The EHR has capacity to capture information regarding:
 - 1.9.2.1. Referrals;
 - 1.9.2.2. Discharge;
 - 1.9.2.3. Assessments;
 - 1.9.2.4. Care plans;
 - 1.9.2.5. All interactions between CTI program and the individual;
 - 1.9.2.6. Hospitalizations; and
 - 1.9.2.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.11. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
 - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
 - 1.12.2. Community Mental Health Centers, statewide.
 - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
 - 1.12.4. Landlords.
 - 1.12.5. Local Businesses.
 - 1.12.6. Community Action Program agencies.
 - 1.12.7. Peer Support Agencies.
 - 1.12.8. Educational Institutions.
 - 1.12.9. Public Assistance Agencies.
 - 1.12.10. Local Welfare Offices.
 - 1.12.11. Public Health Departments.
 - 1.12.12. Transportation providers.

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Operationalization of the Critical Time Intervention Program
EXHIBIT B**

- 1.12.13. Churches.
- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
 - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services.
 - 1.13.2. Meet to engage with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
 - 1.14.1. Review the individual's treatment history.
 - 1.14.2. Identify existing community supports; and
 - 1.14.3. Develop a care plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the care plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
 - 1.14.3.1. Income.
 - 1.14.3.2. Access to health care, including:
 - 1.14.3.2.1. Health care services;
 - 1.14.3.2.2. Mental health services; and
 - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services.
 - 1.14.3.3. Diet and exercise.
 - 1.14.3.4. Education.
 - 1.14.3.5. Employment.
 - 1.14.3.6. Family and social supports.
 - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall collaborate with the inpatient behavioral health setting, from which an individual is scheduled for discharge and with the individual scheduled for discharge to develop a discharge plan for successful discharge, which includes:
 - 1.15.1. Documenting the individual's recovery and transition goals;

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EXHIBIT B**

- 1.15.2. Identifying supports and services to assist the individual with transition back into the community;
- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
 - 1.15.3.1. Housing supports.
 - 1.15.3.2. Mental health services.
 - 1.15.3.3. Primary care health services.
 - 1.15.3.4. Transportation supports.
 - 1.15.3.5. Child care supports.
 - 1.15.3.6. Educational programs and supports.
 - 1.15.3.7. Employment supports.
 - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
 - 1.17.1. Access to emergency department visits;
 - 1.17.2. Access to inpatient services to resolve crisis as they arise; and
 - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

2. Phase One (1) CTI Services

- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:

SS-2022-DBH-06-OPERA-02

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

Contractor Initials



Date 10/7/2021

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- 2.2.1. Scheduling and keeping appointments that include, but are not limited to:
 - 2.2.1.1. Health care appointments.
 - 2.2.1.2. Mental health appointments.
 - 2.2.1.3. Recovery and substance use treatment sessions.
 - 2.2.1.4. Dental appointments.
 - 2.2.1.5. Other appointments relative to life skills.
- 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
- 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
- 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.

3. Phase Two (2) CTI Services

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
 - 3.2.1. Teaching and reinforcing the skills necessary in managing their support network; and
 - 3.2.2. Assisting with self-advocacy.
- 3.3. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 3.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 3.5. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.6. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
 - 3.6.1. Faith and/or spiritual programs.
 - 3.6.2. Physical fitness programs.
 - 3.6.3. Social clubs.

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- 3.6.4. Creative art programming.
- 3.6.5. Education.
- 3.6.6. Employment.

4. Phase Three (3) CTI Services

- 4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 4.2. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
 - 4.2.1. Developing a long-term plan to:
 - 4.2.1.1. Manage their support network independently; and
 - 4.2.1.2. Achieve recovery goals that remain outstanding.
- 4.3. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.4. The Contractor shall facilitate a final meeting with the individual to:
 - 4.4.1. Acknowledge achievements over the past 9 months; and
 - 4.4.2. Ensure the individual can function independently with their support network.
- 4.5. The Contractor shall enter a final note in the EHR that identifies:
 - 4.5.1. The individual's recovery and transition goals;
 - 4.5.2. The steps the individual made that indicate their ability to manage their support network independently;
 - 4.5.3. The individual's experience in CTI;
 - 4.5.4. Initial Risk Assessment;
 - 4.5.5. Barriers to the Intervention; and
 - 4.5.6. Summarize CTI Intervention.

5. Flexible Needs

- 5.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services for the individuals they serve, which may include but are not limited to:
 - 5.1.1. Groceries.
 - 5.1.2. Transportation.
 - 5.1.3. Childcare.
 - 5.1.4. Short-term housing costs, such as security deposits or utility bills.

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- 5.1.5. Clothing appropriate for cold weather, job interviews, or work.
- 5.1.6. Other uses pre-approved in writing by the Department.

6. Staffing

- 6.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
 - 6.1.1. Four (4) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
 - 6.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 6.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:
 - 6.2.1. Obtain and verify a minimum of two (2) references for the individual;
 - 6.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
 - 6.2.3. Complete a criminal records check to ensure that the individual has no history of:
 - 6.2.3.1. Felony conviction; or
 - 6.2.3.2. Any misdemeanor conviction involving:
 - 6.2.3.3. Physical or sexual assault;
 - 6.2.3.4. Violence;
 - 6.2.3.5. Exploitation;
 - 6.2.3.6. Child pornography;
 - 6.2.3.7. Threatening or reckless conduct;
 - 6.2.3.8. Theft;
 - 6.2.3.9. Driving under the influence of drugs or alcohol; or
 - 6.2.3.10. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
 - 6.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:
 - 6.2.4.1. The individual's name is on the BEAS state registry;

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- 6.2.4.2. The individual has a record of a felony conviction; or
- 6.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 6.2.3.3.
- 6.3. The Contractor shall ensure all CTI staff:
 - 6.3.1. Complete the CTI model training; and
 - 6.3.2. Attend regular Community of Practice (CoP) meetings.
- 6.4. The Contractor shall participate in training, as requested by the Department, which includes:
 - 6.4.1. A two (2) day CTI worker training.
 - 6.4.2. A one (1) day CTI supervisor training.

7. Exhibits Incorporated

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

8. Reporting Requirements

- 8.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15th) day of the following month in a format specified by the Department.
- 8.2. The Contractor shall submit a quarterly report by the fifteenth (15th) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
 - 8.2.1. Implementation milestones that include but are not limited to:
 - 8.2.1.1. Hiring, onboarding, and training of staff.
 - 8.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRF's.
 - 8.2.1.3. Open enrollment.

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- 8.2.1.4. Community engagement activities for individual resource development.
 - 8.2.1.5. CTI program improvement efforts; and
 - 8.2.1.6. Barriers, challenges, and highlights.
- 8.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15th) day of the following month.
- 8.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

9. Operationalization Measures

- 9.1. The Department will monitor the contracted services by:
 - 9.1.1. Meeting with the Contractor to determine whether:
 - 9.1.1.1. Implementation milestones have been met;
 - 9.1.1.2. Staffing requirements have been met; and
 - 9.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
 - 9.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data.
 - 9.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives;
 - 9.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 9.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
 - 9.2.1. Barriers to progress, as identified by the Department.
 - 9.2.2. Action taken to date to address barriers.
 - 9.2.3. Future action to address barriers, with timeframes.

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- 9.2.4. Action taken to date to make progress.
- 9.2.5. Future action to make progress, with timeframes.
- 9.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 9.5. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

10. Additional Terms

- 10.1. Impacts Resulting from Court Orders or Legislative Changes
 - 10.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 10.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 10.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 10.3. Credits and Copyright Ownership
 - 10.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided 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."
 - 10.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

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- 10.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 10.3.3.1. Brochures.
 - 10.3.3.2. Resource directories.
 - 10.3.3.3. Protocols or guidelines.
 - 10.3.3.4. Posters.
 - 10.3.3.5. Reports.
- 10.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 10.4. Operation of Facilities: Compliance with Laws and Regulations
 - 10.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

11. Records

- 11.1. The Contractor shall keep records that include, but are not limited to:
 - 11.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 11.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials,

SS-2022-DBH-06-OPERA-02

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

Contractor Initials 

**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT B**

inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

11.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

11.1.4. Medical records on each patient/recipient of services.

11.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 94%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN B09SM083987.
 - 1.2. 6% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Except for incentive payments described in Section 4 below, 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 C-1, Budget.
 - 3.1. The Contractor shall ensure flexible funding expenditures incurred are:
 - 3.1.1. Used to directly support the needs of the client when no other funds are not available;
 - 3.1.2. Used for one-time expenses tangible in nature;
 - 3.1.3. Directly allocable to the work performed under this Agreement;
 - 3.1.4. Appropriate in amount and nature, as determined by the Department; and
 - 3.1.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
4. The Contractor shall be eligible to receive incentive payments in an amount not to exceed \$12,994 upon achieving the Incentive Payment Goals as described below in Table 1. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT C**

Table 1

#	Eligibility Period	Incentive Payment Goal	Percentage of Total Incentive Payments
1	January - March 2022	CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	50%
2	April – June 2022	Improvement in post-discharge appointment measures, as determined by the Department in collaboration with the CMHCs.	25%
		CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	25%

5. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
- 5.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 5.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 5.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 5.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.

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**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT C**

6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
- Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. 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.
12. Notwithstanding Paragraph 17 of the General Provisions Form 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 must email an annual audit to melissa.s.morin@dhhs.nh.gov 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
Operationalization of the Critical Time Intervention Program
EXHIBIT C**

- 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 C-1 Budget

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

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

Budget Request for: Operationalization of the Critical Time Intervention Program

Budget Period: 11/01/2021 to 6/30/2022

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	\$ 128,333.00	\$ 12,833.00	\$ 141,166.00	\$ -	\$ -	\$ -	\$ 128,333.00	\$ 12,833.00	\$ 141,166.00
2. Employee Benefits	\$ 44,917.00	\$ 4,492.00	\$ 49,409.00	\$ -	\$ -	\$ -	\$ 44,917.00	\$ 4,492.00	\$ 49,409.00
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - System Upgrade Funds	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flexible Funding	\$ 5,333.00	\$ -	\$ 5,333.00	\$ -	\$ -	\$ -	\$ 5,333.00	\$ -	\$ 5,333.00
Incentive Payments	\$ 12,994.00	\$ -	\$ 12,994.00	\$ -	\$ -	\$ -	\$ 12,994.00	\$ -	\$ 12,994.00
Recruiting and Hiring Costs	\$ 6,750.00	\$ -	\$ 6,750.00	\$ -	\$ -	\$ -	\$ 6,750.00	\$ -	\$ 6,750.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 203,077.00	\$ 17,325.00	\$ 220,402.00	\$ -	\$ -	\$ -	\$ 203,077.00	\$ 17,325.00	\$ 220,402.00

Indirect As A Percent of Direct

8.5%



**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

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New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name:

10/7/2021

Date

DocuSigned by:

Cynthia L Whitaker, PsyD MLADC

Name: Cynthia L Whitaker, PsyD MLADC

Title: President and CEO



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

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

10/7/2021

Date

DocuSigned by:

Cynthia L Whitaker, PsyD MLADC

Name: Cynthia L whitaker, PsyD MLADC

Title: President and CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials

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Date 10/7/2021



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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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**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.

Contractor Name:

10/7/2021

Date

DocuSigned by:

Cynthia L Whitaker, PsyD MLADC
Name: Cynthia L Whitaker, PsyD MLADC
Title: President and CEO

Contractor Initials

10/7/2021
Date

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 Contractor 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:

Contractor 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

Contractor Initials

OS
CW

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



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

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

The Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/7/2021

Date

DocuSigned by:

Cynthia L Whitaker, PsyD MLADC

Name: Cynthia L Whitaker, PsyD MLADC

Title: President and CEO

Exhibit G

Contractor Initials

DS
CU

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The Contractor 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 Contractor 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.

Contractor Name:

10/7/2021

Date

DocuSigned by:

Cynthia L Whitaker, PsyD MLADC

Name: Cynthia L Whitaker, PsyD MLADC

Title: President and CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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 Date



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



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 Associate

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Contractor Initials

10/7/2021
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

Contractor Initials

Date 10/7/2021



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 by:

Katja S. Fox

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative
Director

Title of Authorized Representative

10/8/2021

Date

Greater Nashua Mental Health

Name of the Contractor

Cynthia L. Whitaker, PsyD MLADC

Signature of Authorized Representative

Cynthia L. Whitaker, PsyD MLADC

Name of Authorized Representative

President and CEO

Title of Authorized Representative

10/7/2021

Date

Contractor Initials *DS*
CUW

Date 10/7/2021



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

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

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

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

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

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

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

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

Contractor Name:

10/7/2021

Date

DocuSigned by:

Cynthia L Whitaker, PsyD MLADC

Name: Cynthia L Whitaker, PsyD MLADC

Title: President and CEO

Contractor Initials

DS
CW

Date 10/7/2021



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

FORM A

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

081249823

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

 X NO YES

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

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

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

_____ NO _____ YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential Data or derivative therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential 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 Confidential 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 Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential 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. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

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

Handwritten initials "CW" in blue ink, with a small "DS" stamp above them.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential Data upon request or contract termination; and will obtain written certification for any State of New Hampshire Confidential 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 Confidential 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 Confidential Data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate Confidential 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 Confidential Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - e. limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
 - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer: DHHSPrivacyOfficer@dhhs.nh.gov
- B. DHHS Security Officer: DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

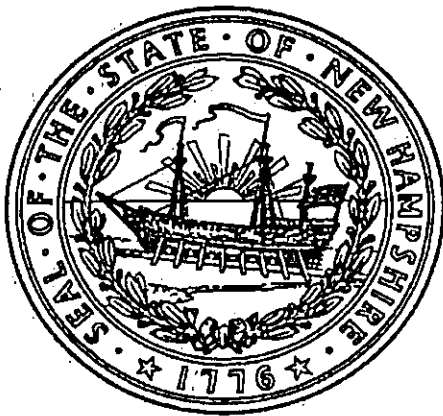
Department of State

CERTIFICATE

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

Business ID: 63050

Certificate Number: 0005369257



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

State of New Hampshire

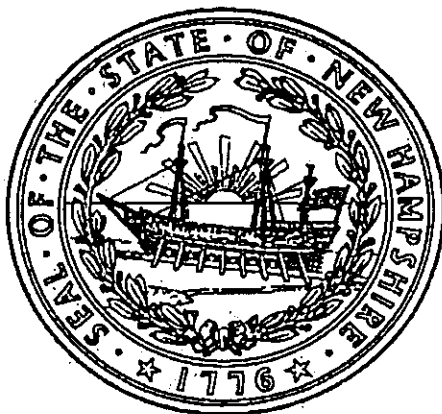
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0005453140



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of October A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 6, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

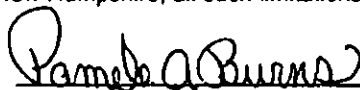
VOTED: That Cynthia L. Whitaker, PsyD, MLADC, President & Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 10/6/2021



Signature of Elected Officer

Name: Pamela A. Burns

Title: Board Chair

Greater Nashua Mental Health



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2021

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

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

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL: mberube@eatonberube.com ADDRESS:														
INSURED The Community Council of Nashua NH Inc 100 West Pearl St Nashua NH 03060	COMCO3 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Scottsdale Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Concord Group Ins</td> <td>14376</td> </tr> <tr> <td>INSURER C: The Lawson Group</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Co		INSURER B: Concord Group Ins	14376	INSURER C: The Lawson Group		INSURER D:		INSURER E:		INSURER F:	
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INSURER C: The Lawson Group															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 657334577

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			OPS1585686	11/12/2020	11/12/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			20038992	11/12/2020	11/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UMS0028329	11/12/2020	11/12/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20210000446	1/15/2021	1/15/2022	☐ 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			OPS1585686	11/12/2020	11/12/2021	Each Claim \$5,000,000 Aggregate \$5,000,000

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

Workers Compensation coverage: NH; no excluded officers.

NH DHHS is listed as additional insured per written contract.

CERTIFICATE HOLDER

CANCELLATION

NH DHHS
 129 Pleasant Street
 Concord NH 03301

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

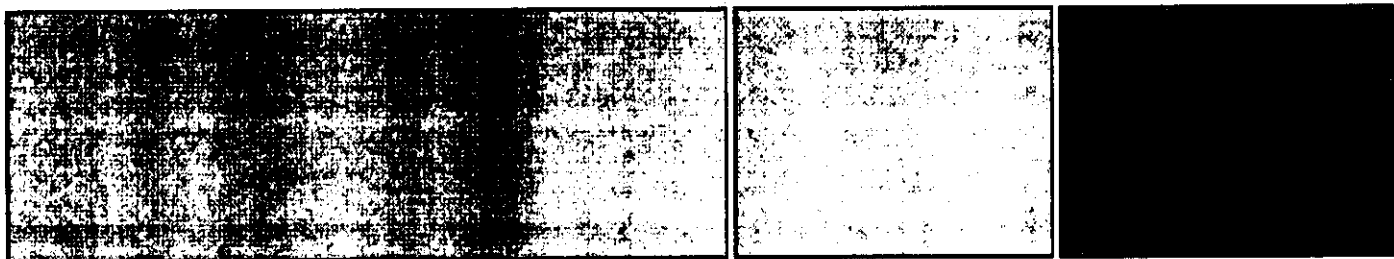
AUTHORIZED REPRESENTATIVE

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Mission Statement of Greater Nashua Mental Health

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



FINANCIAL STATEMENTS

June 30, 2020

(With Comparative Totals for June 30, 2019)

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

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

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

BOARD OF DIRECTORS

The Community Council of Nashua, NH, Inc.

d/b/a Greater Nashua Mental Health

Page 2

Opinion

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

Report on Summarized Comparative Information

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

Other Matter

Change in Accounting Principle

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire

October 28, 2020

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

Statement of Financial Position

June 30, 2020

(With Comparative Totals for June 30, 2019)

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

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

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

Statement of Activities and Changes in Net Assets

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

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

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

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

Statement of Functional Revenues and Expenses

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Revenues and support and other income											
Program service fees, net	\$ 3,545,208	\$ 7,476,020	\$ 1,023,265	\$ 334,929	\$ 267,886	\$ 982,255	\$ 705,634	\$ 14,335,197	\$ 41,417	\$ -	\$ 14,376,614
New Hampshire Bureau of Behavioral Health	147,498	704,766	-	306,344	21,960	-	720,805	1,901,373	865,422	-	2,766,795
Federal grant	-	672,155	-	-	63,195	-	865,586	1,600,936	-	-	1,600,936
Rental income	-	-	-	-	-	-	-	-	6,206	-	6,206
Contributions and support	-	-	-	-	-	-	-	-	-	129,139	129,139
Other	3,294	51,892	10,238	-	467,721	18,884	624	552,653	249,278	-	801,931
Total revenues and support and other income	<u>\$ 3,696,000</u>	<u>\$ 8,904,833</u>	<u>\$ 1,033,503</u>	<u>\$ 641,273</u>	<u>\$ 820,762</u>	<u>\$ 1,001,139</u>	<u>\$ 2,292,649</u>	<u>\$ 18,390,159</u>	<u>\$ 1,162,323</u>	<u>\$ 129,139</u>	<u>\$ 19,681,621</u>

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

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

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenues and support and other income	\$ 3,696,000	\$ 8,904,833	\$ 1,033,603	\$ 641,273	\$ 820,762	\$ 1,001,139	\$ 2,292,649	\$ 18,390,159	\$ 1,162,323	\$ 129,139	\$ 19,681,621
Expenses											
Salaries and wages	1,350,806	3,072,873	355,953	240,404	635,382	1,080,542	1,269,618	7,905,578	2,878,346	16,360	10,800,284
Employee benefits	265,731	557,602	47,550	48,416	62,126	129,493	226,045	1,336,963	390,632	3,133	1,730,728
Payroll taxes	100,450	231,316	27,103	17,649	40,055	75,771	88,783	681,027	205,986	1,247	788,260
Substitute staff	-	-	-	-	-	-	-	-	8,280	-	8,280
Accounting and administrative fees	-	-	-	-	-	-	130	130	111,310	25	111,465
Legal fees	175	8,526	3,740	-	-	-	1,205	13,646	15,221	-	28,867
Other professional fees	8,303	3,243	1,893	13,921	423	222,559	47,871	298,213	126,429	7,050	431,692
Journals and publications	-	-	-	-	-	-	-	-	988	-	988
Conferences	-	-	-	75	5,508	-	2,328	7,911	3,336	-	11,247
Other staff development	409	1,666	-	255	480	-	15,794	18,604	4,736	-	23,340
Mortgage interest	-	-	-	-	-	-	-	-	77,455	-	77,455
Heating costs	-	-	-	-	-	-	-	-	19,643	-	19,643
Other utilities	-	-	-	-	-	-	-	-	97,001	-	97,001
Maintenance and repairs	-	-	-	-	-	-	-	-	198,090	-	198,090
Other occupancy costs	-	-	-	-	-	-	-	-	97,378	-	97,378
Office	6,179	9,589	151	3,298	10,787	7,996	64,344	102,344	376,344	3,552	482,240
Building and household	72	-	-	-	-	31	57	160	40,795	-	40,955
Food	110	997	-	-	174	-	333	1,614	3,132	593	6,339
Advertising	-	-	-	75	-	-	1,061	1,136	4,337	353	5,826
Printing	953	2,874	216	-	221	193	883	5,340	4,575	2,132	12,047
Communication	8,126	34,160	4,558	3,388	2,528	583	9,170	62,513	166,613	-	229,126
Postage	128	239	-	-	36	-	65	468	11,545	-	12,013
Staff	36,320	117,859	15,932	22,951	4,305	48	14,885	212,300	10,393	64	222,757
Client services	25,639	626,407	405	148	3,404	-	3,530	659,533	1,000	-	660,533
Malpractice insurance	-	1,125	-	-	-	-	-	1,125	163,369	-	164,494
Vehicle insurance	-	-	-	-	-	-	-	-	2,258	-	2,258
Property and liability insurance	-	375	-	-	-	-	-	375	66,852	-	67,227
Other interest	-	-	-	-	-	-	-	-	4,832	-	4,832
Depreciation	36,756	62,084	13,791	10,105	26,214	12,835	44,894	206,679	62,169	3,043	271,891
Equipment rental	-	-	-	-	-	-	-	-	51,210	-	51,210
Equipment maintenance	-	-	-	-	-	-	-	-	4,786	-	4,786
Membership dues	604	-	-	-	-	-	3,653	4,157	37,358	50	41,566
Other	-	5,672	-	-	33,993	-	147,710	187,375	6,250	-	193,625
Total expenses before allocation	1,840,661	4,736,607	471,292	360,585	725,636	1,630,051	1,942,359	11,607,191	5,252,649	37,602	16,897,442
General and administrative allocation	1,074,411	2,516,756	316,842	146,976	294,272	(528,912)	268,876	4,089,221	(4,089,851)	630	-
Total expenses	2,915,072	7,253,363	788,134	507,561	1,019,908	1,001,139	2,211,235	15,696,412	1,162,798	38,232	16,897,442
Change in net assets	\$ 780,928	\$ 1,651,470	\$ 245,369	\$ 133,712	\$ (199,146)	\$ -	\$ 81,414	\$ 2,693,747	\$ (475)	\$ 90,907	\$ 2,784,179

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

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

Statement of Cash Flows

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

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

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

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

Notes to Financial Statements

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

Organization

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

1. Summary of Significant Accounting Policies

Recently Adopted Accounting Pronouncement

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

Use of Estimates

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

Basis of Presentation

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

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

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

Notes to Financial Statements

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

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

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

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

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

Cash and Cash Equivalents

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

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

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

Notes to Financial Statements

June 30, 2020

(With Comparative Totals for June 30, 2019)

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the trade accounts receivable.

Investments

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

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

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

Property and Equipment

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

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

Functional Allocation of Expenses

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

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

Notes to Financial Statements

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

Estimated Third-Party Liability

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

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

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2020 and 2019. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

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

2. Availability and Liquidity of Financial Assets

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

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

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

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

Notes to Financial Statements

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

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

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

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

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

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

3. Program Service Fees and Concentrations of Credit Risk

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

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

Notes to Financial Statements

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

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

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

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

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

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

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

Notes to Financial Statements

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

4. Investments

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

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

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

5. Fair Value of Financial Instruments

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

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

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

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

Notes to Financial Statements

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

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>Level 1</u>	<u>2020 Level 2</u>	<u>Total</u>
Common stocks	\$ 744,873	\$ -	\$ 744,873
Equity mutual funds	215,908	-	215,908
U.S. Treasury bonds	503,538	-	503,538
Corporate bonds	-	244,045	244,045
Corporate bond mutual funds	<u>109,001</u>	<u>-</u>	<u>109,001</u>
	<u>\$ 1,573,320</u>	<u>\$ 244,045</u>	<u>\$ 1,817,365</u>

	<u>Level 1</u>	<u>2019 Level 2</u>	<u>Total</u>
Common stocks	\$ 738,894	\$ -	\$ 738,894
Equity mutual funds	258,423	-	258,423
U.S. Treasury bonds	487,623	-	487,623
Corporate bonds	-	255,204	255,204
Corporate bond mutual funds	<u>113,591</u>	<u>-</u>	<u>113,591</u>
	<u>\$ 1,598,531</u>	<u>\$ 255,204</u>	<u>\$ 1,853,735</u>

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

6. Property and Equipment

Property and equipment consists of the following:

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

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

Notes to Financial Statements

June 30, 2020

(With Comparative Totals for June 30, 2019)

7. Endowment

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

Interpretation of Relevant Law

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

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

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

Spending Policy

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

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

Notes to Financial Statements

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

Return Objectives and Risk Parameters

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

Funds with Deficiencies

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

Endowment Composition and Changes in Endowment

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

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

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

Notes to Financial Statements

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

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

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

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

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

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

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

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

Notes to Financial Statements

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

8. Debt Obligations

Line of Credit

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

Notes Payable

The Organization had the following notes payable:

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

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

Notes to Financial Statements

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

The scheduled maturities on notes payable are as follows:

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

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2020.

9. Commitments and Contingencies

Malpractice Insurance

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

10. Tax Deferred Annuity Plan

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

11. Uncertainty

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

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

Notes to Financial Statements

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

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



BOARD OF DIRECTORS 2021

ROBERT S. AMREIN, Esquire • <i>Retired: Attorney / Consultant</i>	Hudson, NH
RAYMOND BROUSSEAU • BAE Systems	Nashua, NH
PAMELA BURNS - Chair • <i>Dental Hygienist</i>	Nashua, NH
ROBERT DORF, DO • <i>Chief Medical Officer Southern New Hampshire Health</i>	Nashua, NH
CHRISTINE FURMAN • <i>Retired: Financial Management (2-Term) NH State Representative</i>	Hollis, NH
JONE LABOMBARD - Secretary • <i>Retired Educator</i>	Hollis, NH
KAREN LASCELLE, CPA - Treasurer • <i>Certified Public Accountant</i>	Nashua, NH
ROBYN MOSES-HARNEY • <i>Vice President of Human Resources, PlaneSense, Inc., Portsmouth</i>	Hudson, NH
ELIZABETH SHEEHAN • <i>Director, HR Solution Delivery Hub No. America, Iron Mountain</i>	Litchfield, NH

MARY ANN SOMERVILLE

Litchfield, NH

- *Retired: Software design, development, support*

DIANE VIENNEAU - Vice Chair

Nashua, NH

- *NH Department of Education, Nashua*

LISA YATES

Nashua, NH

- *NH Department of Education, Nashua*

Jessica A Gagnon

Education:

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

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

BA Psychology, Rivier College, Nashua: Class of 1999

Work Experience:

November 2017-current *Acute Care Services Director, ACT Team Director, Greater Nashua Mental Health Center, Nashua NH.*

Responsible for the coordination of the GNMHC emergency services program. Tasked with managing and monitoring emergency/crisis situations, providing clinical support and evaluation for patients who need screening, crisis evaluation and disposition. Creating linkages to community partners, stakeholders and other agencies. Develop TQM protocol to track effective outcomes. Oversight and supervision provided to acute care services clinicians and also to the agency PATH/NHH liaison. Oversight of two Assertive Community Outreach Teams, ensuring compliance with standards put forth in Quality Service Review audits and ACT Fidelity audits. Supervision provided to coordinators of the two ACT teams. Provide clinical supervision to LCMHC candidates.

February 2015- November 2017 *Technical Assistant Team Lead, Beacon Health Options, Manchester NH.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Related Experience:

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

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

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

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

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

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

Jan 2019- Situational Leadership Training- 16 hours- Sarah Scala Consulting. Model designed to instruct supervisors in matching leadership style to staff's developmental level in order to produce positive performance outcomes.

IAN O'BRIEN

EDUCATION

Bachelor of Liberal Arts, May 2008
Quinnipiac University, Hamden, CT
Major: Psychology
Minor: Criminal Justice

WORK EXPERIENCE

January 2018-Present
Nashua, NH

Greater Nashua Mental Health

Field Coordinator/CTI Specialist

- Leads, monitors and supports CTI Specialists and coordinates field work.
- Assists consumers in creating long term linkages to community supports.
- Monitors, records and tracks consumers and services provided.
- Advocates on behalf of consumers to help them obtain and maintain mental health services, health care, benefits, entitlements, and housing.

March 2016-November 2017
Medford, NY

Concern for Independent Living

Case Manager

- Conduct monthly site inspections to ensure a safe living environment for client.
- Connect clients with benefits and services available to them.
- Provide care coordination services to individuals living with mental illness.
- Document clients progress within program for their clinical record.

September 2014 – February 2016
Rafael, CA

Homeward Bound of Marin

San

Residential Counselor

- Provide counseling to formerly homeless individuals with mental illness.
- Connect clients to benefits and resources they qualify for.
- Provide accurate documentation for consumers' clinical record.

December 2011 - June 2014
Concord, NH

Riverbend Community Mental Health

Psych Rehabilitation Counselor/Case Manager

- Assess treatment needs while facilitating development of treatment plan
- Support consumers with community integration and crisis intervention
- Provide recovery focused treatment while promoting treatment self-management
- Facilitate communication flow within an interdisciplinary team
- Provide accurate documentation for consumers clinical record

July 2008 - Oct 2011
Plymouth, NH

Mount Prospect Academy

Awake Overnight Counselor/Supervisor

- Supervised faculty and students in residential treatment facility for at-risk and adjudicated youth
- Performed bi-weekly reviews for residential faculty
- Conducted regular room checks throughout the evening
- Completed Monthly Behavior Logs for each student in the residential facility
- Taught adult living skills to at-risk youth

RELEVANT SKILLS

Proficient with Microsoft Office
Proficient in Internet Research

CPR and First Aid Certified
Illness Management Recovery

Training

Crisis Prevention Institute training

Motivational Interviewing training

Cathryn Roberson



EDUCATION:

BA in Psychology

Southern New Hampshire University - Hooksett, NH

WORK EXPERIENCE:

Critical Time Intervention Specialist

October, 2020 – Present

Greater Nashua Mental Health – Nashua, NH

- Engages with clients in the community
- Provides case management and functional support needs
- Connects clients to primary care, mental health, substance use and/or developmental services
- Documents and reports engagements with and care of clients
- Educates and supports referral sources in order to make appropriate referrals

Integrated Primary Care/Behavioral Health Patient Navigator

September 2018 to October, 2020

Catholic Medical Center - Manchester, NH

- Case Management
- Bridges the gap between primary care and behavioral health
- Connects patients with available services throughout the community and state
- Recognizes and outreaches to patients in need
- Maintain a caseload and conducts follow up with patients
- Meets with clients and troubleshoots what they are qualified for
- Offers a safe environment to discuss problems and challenges clients are facing

Family Service Specialist

February, 2018 – September, 2018

State of NH Department of Health and Human Services - Nashua, NH

- Maintain a caseload of clients
- Knowledge of various procedures and regulations for state and federal programs
- Interview clients and protect confidential information
- Show compassion and empathy for individuals that are struggling
- Help clients find programs that exist to help them

Medical Secretary

March, 2016 – February, 2018

Dartmouth Hitchcock Orthopedics, Podiatry and Spine - Nashua, NH

- Responsible for patient services in a busy multi-specialist office.
- Patient check-in and scheduling
- Primary care referrals and correspondence for Physicians
- Answering phones
- Assisting nurses with administrative duties

Patient Service Representative

August, 2014 – March, 2016

Elliot Pediatric and Primary Care at Riverside – Hooksett, NH

- Responsible for all patient services
- Specialty referrals
- Coordinating patient care
- Correspondence for physicians

Medical Secretary

October, 2002 – June, 2014

Active Physical Therapy - Bellingham, MA

- Coordinating with health insurance companies
- Managed Care referrals
- Writing appeals to insurance companies
- Working directly with many physicians
- Billing and explaining patient benefits
- Credentialing
- New employee orientation and training
- Benefits administrator

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

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jessica Gagnon	Director of Acute Care Services	\$76,272.82	0%	\$0
TBD	Clinical Supervisor for CTI	\$58,000.02	50%	\$29,000.01
Ian O'Brien	CTI Field Supervisor	\$43,588.22	80-100%	\$34,870.58- \$43,588.22
Cathy Roberson	CTI Worker	\$39,040.82	80-100%	\$31,232.66- \$39,040.82
TBD	CTI Worker	\$40,000.00	100%	\$40,000.00

Subject: Operationalization of the Critical Time Intervention Program (SS-2022-DBH-06-OPERA-03)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc.		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 668-4111	1.6 Account Number 05-95-92-922010-4120 05-95-92-920010-7877 0000	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$220,402
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>William Rider</i> BC08F81E7C534CE... Date: 10/4/2021		1.12 Name and Title of Contractor Signatory William Rider President/CEO	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> ED0D05B04C83442... Date: 10/4/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>J. Christopher Marshall</i> On: 10/5/2021 D58D458E80D4403...			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

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Operationalization of the Critical Time Intervention Program
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 7 for individuals who:
 - 1.2.1. Are discharged from inpatient behavioral health settings;
 - 1.2.2. Are not receiving ACT services;
 - 1.2.3. Agree to receiving CTI program services; and
 - 1.2.4. Are returning to Region 9.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
 - 1.4.1. Individuals receive services over a period of nine (9) months;
 - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
 - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
 - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
 - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
 - 1.8.1. Individual and organizational challenges;
 - 1.8.2. Progress; and
 - 1.8.3. Opportunities.
- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as

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

necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:

- 1.9.1. Applicable EHR modifications are fully functional by January of 2022.
- 1.9.2. The EHR has capacity to capture information regarding:
 - 1.9.2.1. Referrals;
 - 1.9.2.2. Discharge;
 - 1.9.2.3. Assessments;
 - 1.9.2.4. Care plans;
 - 1.9.2.5. All interactions between CTI program and the individual;
 - 1.9.2.6. Hospitalizations; and
 - 1.9.2.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.11. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
 - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
 - 1.12.2. Community Mental Health Centers, statewide.
 - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
 - 1.12.4. Landlords.
 - 1.12.5. Local Businesses.
 - 1.12.6. Community Action Program agencies.
 - 1.12.7. Peer Support Agencies.
 - 1.12.8. Educational Institutions.
 - 1.12.9. Public Assistance Agencies.
 - 1.12.10. Local Welfare Offices.
 - 1.12.11. Public Health Departments.
 - 1.12.12. Transportation providers.
 - 1.12.13. Churches.

**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT B**

- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
 - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services.
 - 1.13.2. Meet to engage with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
 - 1.14.1. Review the individual's treatment history.
 - 1.14.2. Identify existing community supports; and
 - 1.14.3. Develop a care plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the care plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
 - 1.14.3.1. Income.
 - 1.14.3.2. Access to health care, including:
 - 1.14.3.2.1. Health care services;
 - 1.14.3.2.2. Mental health services; and
 - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services.
 - 1.14.3.3. Diet and exercise.
 - 1.14.3.4. Education.
 - 1.14.3.5. Employment.
 - 1.14.3.6. Family and social supports.
 - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall collaborate with the inpatient behavioral health setting, from which an individual is scheduled for discharge and with the individual scheduled for discharge to develop a discharge plan for successful discharge, which includes:
 - 1.15.1. Documenting the individual's recovery and transition goals;
 - 1.15.2. Identifying supports and services to assist the individual with transition back into the community;

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Operationalization of the Critical Time Intervention Program
EXHIBIT B**

- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
 - 1.15.3.1. Housing supports.
 - 1.15.3.2. Mental health services.
 - 1.15.3.3. Primary care health services.
 - 1.15.3.4. Transportation supports.
 - 1.15.3.5. Child care supports.
 - 1.15.3.6. Educational programs and supports.
 - 1.15.3.7. Employment supports.
 - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
 - 1.17.1. Access to emergency department visits;
 - 1.17.2. Access to inpatient services to resolve crisis as they arise; and
 - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

2. Phase One (1) CTI Services

- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
 - 2.2.1. Scheduling and keeping appointments that include, but are not limited to:

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- 2.2.1.1. Health care appointments.
- 2.2.1.2. Mental health appointments.
- 2.2.1.3. Recovery and substance use treatment sessions.
- 2.2.1.4. Dental appointments.
- 2.2.1.5. Other appointments relative to life skills.
- 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
- 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
- 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.

3. Phase Two (2) CTI Services

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
 - 3.2.1. Teaching and reinforcing the skills necessary in managing their support network; and
 - 3.2.2. Assisting with self-advocacy.
- 3.3. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 3.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 3.5. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.6. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
 - 3.6.1. Faith and/or spiritual programs.
 - 3.6.2. Physical fitness programs.
 - 3.6.3. Social clubs.
 - 3.6.4. Creative art programming.

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3.6.5. Education.

3.6.6. Employment.

4. Phase Three (3) CTI Services

- 4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 4.2. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
 - 4.2.1. Developing a long-term plan to:
 - 4.2.1.1. Manage their support network independently; and
 - 4.2.1.2. Achieve recovery goals that remain outstanding.
- 4.3. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.4. The Contractor shall facilitate a final meeting with the individual to:
 - 4.4.1. Acknowledge achievements over the past 9 months; and
 - 4.4.2. Ensure the individual can function independently with their support network.
- 4.5. The Contractor shall enter a final note in the EHR that identifies:
 - 4.5.1. The individual's recovery and transition goals;
 - 4.5.2. The steps the individual made that indicate their ability to manage their support network independently;
 - 4.5.3. The individual's experience in CTI;
 - 4.5.4. Initial Risk Assessment;
 - 4.5.5. Barriers to the Intervention; and
 - 4.5.6. Summarize CTI Intervention.

5. Flexible Needs

- 5.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services for the individuals they serve, which may include but are not limited to:
 - 5.1.1. Groceries.
 - 5.1.2. Transportation.
 - 5.1.3. Childcare.
 - 5.1.4. Short-term housing costs, such as security deposits or utility bills.
 - 5.1.5. Clothing appropriate for cold weather, job interviews, or work.

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5.1.6. Other uses pre-approved in writing by the Department.

6. Staffing

6.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:

6.1.1. Four (4) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.

6.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.

6.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:

6.2.1. Obtain and verify a minimum of two (2) references for the individual;

6.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;

6.2.3. Complete a criminal records check to ensure that the individual has no history of:

6.2.3.1. Felony conviction; or

6.2.3.2. Any misdemeanor conviction involving:

6.2.3.3. Physical or sexual assault;

6.2.3.4. Violence;

6.2.3.5. Exploitation;

6.2.3.6. Child pornography;

6.2.3.7. Threatening or reckless conduct;

6.2.3.8. Theft;

6.2.3.9. Driving under the influence of drugs or alcohol; or

6.2.3.10. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and

6.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:

6.2.4.1. The individual's name is on the BEAS state registry;

6.2.4.2. The individual has a record of a felony conviction; or

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6.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 6.2.3.3.

6.3. The Contractor shall ensure all CTI staff:

6.3.1. Complete the CTI model training; and

6.3.2. Attend regular Community of Practice (CoP) meetings.

6.4. The Contractor shall participate in training, as requested by the Department, which includes:

6.4.1. A two (2) day CTI worker training.

6.4.2. A one (1) day CTI supervisor training.

7. Exhibits Incorporated

7.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

7.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

8. Reporting Requirements

8.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15th) day of the following month in a format specified by the Department.

8.2. The Contractor shall submit a quarterly report by the fifteenth (15th) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:

8.2.1. Implementation milestones that include but are not limited to:

8.2.1.1. Hiring, onboarding, and training of staff.

8.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRF's.

8.2.1.3. Open enrollment.

8.2.1.4. Community engagement activities for individual resource development.

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- 8.2.1.5. CTI program improvement efforts; and
- 8.2.1.6. Barriers, challenges, and highlights.
- 8.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15th) day of the following month.
- 8.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

9. Operationalization Measures

- 9.1. The Department will monitor the contracted services by:
 - 9.1.1. Meeting with the Contractor to determine whether:
 - 9.1.1.1. Implementation milestones have been met;
 - 9.1.1.2. Staffing requirements have been met; and
 - 9.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
 - 9.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data.
 - 9.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives;
 - 9.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 9.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
 - 9.2.1. Barriers to progress, as identified by the Department.
 - 9.2.2. Action taken to date to address barriers.
 - 9.2.3. Future action to address barriers, with timeframes.
 - 9.2.4. Action taken to date to make progress.
 - 9.2.5. Future action to make progress, with timeframes.

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- 9.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 9.5. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

10. Additional Terms

- 10.1. Impacts Resulting from Court Orders or Legislative Changes
 - 10.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 10.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 10.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 10.3. Credits and Copyright Ownership
 - 10.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided 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."
 - 10.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
 - 10.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

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- 10.3.3.1. Brochures.
- 10.3.3.2. Resource directories.
- 10.3.3.3. Protocols or guidelines.
- 10.3.3.4. Posters.
- 10.3.3.5. Reports.
- 10.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 10.4. Operation of Facilities: Compliance with Laws and Regulations
 - 10.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

11. Records

- 11.1. The Contractor shall keep records that include, but are not limited to:
 - 11.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 11.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards,

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payrolls, and other records requested or required by the Department.

- 11.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 11.1.4. Medical records on each patient/recipient of services.
- 11.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 94%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN B09SM083987.
 - 1.2. 6% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Except for incentive payments described in Section 4 below, 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 C-1, Budget.
 - 3.1. The Contractor shall ensure flexible funding expenditures incurred are:
 - 3.1.1. Used to directly support the needs of the client when no other funds are not available;
 - 3.1.2. Used for one-time expenses tangible in nature;
 - 3.1.3. Directly allocable to the work performed under this Agreement;
 - 3.1.4. Appropriate in amount and nature, as determined by the Department; and
 - 3.1.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
4. The Contractor shall be eligible to receive incentive payments in an amount not to exceed \$12,994 upon achieving the Incentive Payment Goals as described below in Table 1. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT C**

Table 1

#	Eligibility Period	Incentive Payment Goal	Percentage of Total Incentive Payments
1	January - March 2022	CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	50%
2	April – June 2022	Improvement in post-discharge appointment measures, as determined by the Department in collaboration with the CMHCs.	25%
		CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	25%

5. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 5.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 5.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 5.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 5.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

SS-2022-DBH-06-OPERA-03

Mental Health Center of Greater Manchester, Inc.

Contractor Initials

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**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT C**

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

7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. 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.
12. Notwithstanding Paragraph 17 of the General Provisions Form 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 must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

SS-2022-DBH-06-OPERA-03

Mental Health Center of Greater Manchester, Inc.

Contractor Initials

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**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT C**

- 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 C-1 Budget

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

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

Budget Request for: Operationalization of the Critical Time Intervention Program

Budget Period: 11/01/2021 to 6/30/2022

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	\$ 128,333.00	\$ 12,833.00	\$ 141,166.00	\$ -	\$ -	\$ -	\$ 128,333.00	\$ 12,833.00	\$ 141,166.00
2. Employee Benefits	\$ 44,917.00	\$ 4,492.00	\$ 49,409.00	\$ -	\$ -	\$ -	\$ 44,917.00	\$ 4,492.00	\$ 49,409.00
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - System Upgrade Funds	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flexible Funding	\$ 5,333.00	\$ -	\$ 5,333.00	\$ -	\$ -	\$ -	\$ 5,333.00	\$ -	\$ 5,333.00
Incentive Payments	\$ 12,994.00	\$ -	\$ 12,994.00	\$ -	\$ -	\$ -	\$ 12,994.00	\$ -	\$ 12,994.00
Recruiting and Hiring Costs	\$ 6,750.00	\$ -	\$ 6,750.00	\$ -	\$ -	\$ -	\$ 6,750.00	\$ -	\$ 6,750.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 203,077.00	\$ 17,325.00	\$ 220,402.00	\$ -	\$ -	\$ -	\$ 203,077.00	\$ 17,325.00	\$ 220,402.00
Indirect As A Percent of Direct									
		8.5%							



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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

Vendor Name:

10/4/2021

Date

DocuSigned by:

William Rider

Name: William Rider

Title: President/CEO



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

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

10/4/2021

Date

DocuSigned by:

William Rider

Name: William Rider

Title: President/CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials

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Date 10/4/2021

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



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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**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.

Contractor Name:

10/4/2021

Date

DocuSigned by:

William Rider

Name: William Rider

Title: President/CEO

Contractor Initials

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Date 10/4/2021

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 Contractor 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:

Contractor 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

Contractor Initials

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



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

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

The Contractor 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:

- I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/4/2021

Date

DocuSigned by:

William Rider

Name: William Rider

Title: President/CEO

Exhibit G

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

Contractor Initials

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Date 10/4/2021



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 Contractor 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 Contractor 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.

Contractor Name:

10/4/2021

Date

DocuSigned by:

William Rider

Name: William Rider

Title: President/CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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WR

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Date



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 Associate shall not disclose the PHI.



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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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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 by:

Katja Fox

ED0006004063442...

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

10/4/2021

Date

The Mental Health Center of Greater Manchester

Name of the Contractor

William Rider

BC0000127C334C...

Signature of Authorized Representative

William Rider

Name of Authorized Representative

President/CEO

Title of Authorized Representative

10/4/2021

Date



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

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

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

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

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

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

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

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

Contractor Name:

10/4/2021

Date

DocuSigned by:

William Rider

Name: William Rider

Title: President/CEO

Contractor Initials

DS
WR

Date 10/4/2021



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

FORM A

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

073-978280

1. The DUNS number for your entity is: 075 576266
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

NO _____ YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential 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 Confidential 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 Confidential 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 Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential 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. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential Data upon request or contract termination; and will obtain written certification for any State of New Hampshire Confidential 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 Confidential 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 Confidential Data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate Confidential 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 Confidential Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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Exhibit K

DHHS Information Security Requirements



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. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

DS
WR

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - e. limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
 - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer: DHHSPrivacyOfficer@dhhs.nh.gov
- B. DHHS Security Officer: DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

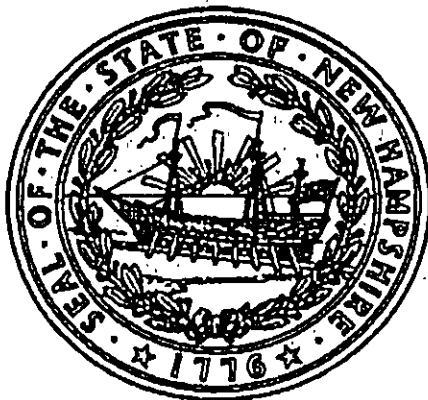
Department of State

CERTIFICATE

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

Business ID: 63323

Certificate Number : 0005351206



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

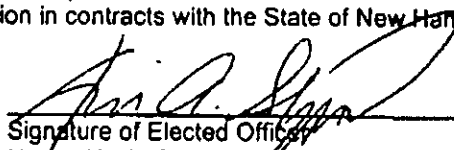
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 25, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

Dated: 10/1/2021


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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER CGI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032	CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866) 841-4600 FAX (A/C, No): (866) 574-2443 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com														
INSURED The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street Manchester NH 03103-3628	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance</td> <td></td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity</td> <td></td> </tr> <tr> <td>INSURER C: A.I.M. Mutual</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance		INSURER B: Philadelphia Indemnity		INSURER C: A.I.M. Mutual		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: A.I.M. Mutual															
INSURER D:															
INSURER E:															
INSURER F:															

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

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability \$2M Agg			PHPK2251310	04/01/2021	04/01/2022	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 ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2251305	04/01/2021	04/01/2022	GENERAL AGGREGATE \$ 3,000,000
			PRODUCTS - COM/OP AGG \$ 3,000,000				
			Sexual/Physical Abuse or \$ 1,000,000				
			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB8760532	04/01/2021	04/01/2022	BODILY INJURY (Per person) \$
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
			Hired/borrowed \$ 1,000,000				
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	ECC6004000298-2021A	09/12/2021	09/12/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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

CERTIFICATE HOLDER
CANCELLATION

State of NH Dept. of Health & Human Services 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Dea 122</i>

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The Mental Health Center
of Greater Manchester

MISSION

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

VISION

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

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

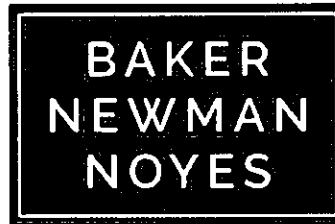
We offer hope and recovery through individualized, quality behavioral health services.

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

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

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

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



Manchester Mental Health Foundation, Inc. and Affiliates

**Audited Consolidated Financial Statements
and Supplementary Information**

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

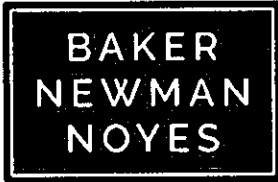
MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

Years Ended June 30, 2020 and 2019

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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

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

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

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

Opinion

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

Other Matter—Report on Supplementary Information

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

Baker Newman & Noyes LLC

Manchester, New Hampshire
November 24, 2020

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

June 30, 2020 and 2019

ASSETS

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

LIABILITIES AND NET ASSETS

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

See accompanying notes.

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

Years Ended June 30, 2020 and 2019

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

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

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2020

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

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

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2019

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

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

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2020 and 2019

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

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies

Nature of Operations

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

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

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

Basis of Presentation and Principles of Consolidation

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

Use of Estimates

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

Income Taxes

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

Cash and Cash Equivalents

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

Restricted Cash

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

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

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

Patient Accounts Receivable

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

Other Accounts Receivable

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

Property and Equipment

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

Debt Issuance Costs

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

Vacation Pay and Fringe Benefits

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

Program Service Fees

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

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

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

Rental Income

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

State and Federal Grant Revenue and Expenditures

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

Other Income

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

Performance Indicator

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

Net Assets With Donor Restrictions

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

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

Assets Whose Use is Limited or Restricted

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

Investments and Investment Income

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

Investment Return Objectives, Risk Parameters and Strategies

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)*Spending Policy for Appropriation of Assets for Expenditure*

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

Retirement Benefits

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

Extended Illness Leave Plan

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

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

Postretirement Health Benefit Plan

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

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

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

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

Malpractice Loss Contingencies

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

Functional Expense Allocation

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

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

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

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

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

Risks and Uncertainties

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

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

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

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

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

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

Reclassifications

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

Subsequent Events

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

2. Program Service Fees From Third-Party Payors

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

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

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

3. Patient Accounts and Other Receivables

Patient accounts receivable consists of the following at June 30:

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

3. Patient Accounts and Other Receivables (Continued)

Other accounts receivable consists of the following at June 30:

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

4. Investments and Assets Whose Use is Limited or Restricted

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

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

Investments

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

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

Assets Whose Use is Limited or Restricted

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

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

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

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

5. Fair Value Measurements

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

5. Fair Value Measurements (Continued)

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

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

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

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

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

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

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

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

The following is a description of the valuation methodologies used:

Certificate of Deposit and Fixed Income Securities

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

5. Fair Value Measurements (Continued)Mutual funds

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

Common Stock

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

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

5. Fair Value Measurements (Continued)

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

6. Property and Equipment

Property and equipment consisted of the following at June 30:

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

6. Property and Equipment (Continued)

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

7. Deferred Revenue

Deferred revenue consisted of the following at June 30:

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

8. Line of Credit

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

9. Long-Term Debt

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

9. Long-Term Debt (Continued)

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

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

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

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

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

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

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

Years Ended June 30, 2020 and 2019

9. Long-Term Debt (Continued)

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

10. Lease Obligations

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

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

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

11. Leases in Financial Statements of Lessors

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

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

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

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

Years Ended June 30, 2020 and 2019

12. Concentrations of Credit Risk

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

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

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

13. Net Assets With Donor Restrictions

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

14. Liquidity and Availability

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

Financial assets at year end:

Cash and cash equivalents	\$ 9,525,985
Patient accounts receivable	2,021,607
Other accounts receivable	2,416,027
Investments	<u>4,130,435</u>

Financial assets available to meet general
expenditures within one year

\$18,094,054

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

Supplementary Information

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2020

ASSETS

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

LIABILITIES AND NET ASSETS

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

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

Year Ended June 30, 2020

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

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

Year Ended June 30, 2020

	<u>Center</u> <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>
Income from operations	\$ 638,122	\$ —	\$ —	\$ 34,939	\$ 673,061
Nonoperating revenue (expenses):					
Rental income	401,003	—	—	—	401,003
Rental property expense	(298,934)	—	—	—	(298,934)
Contributions	218,666	591	4,475	—	223,732
Net investment return	—	142,543	17,628	—	160,171
Dues	—	(5,040)	—	—	(5,040)
Miscellaneous expenses	—	(3,499)	—	—	(3,499)
Nonoperating revenue, net	<u>320,735</u>	<u>134,595</u>	<u>22,103</u>	<u>—</u>	<u>477,433</u>
Excess (deficiency) of revenues over expenses	958,857	134,595	22,103	34,939	1,150,494
Net transfer (to) from affiliate	<u>(200,000)</u>	<u>200,000</u>	<u>—</u>	<u>—</u>	<u>—</u>
Increase in net assets	758,857	334,595	22,103	34,939	1,150,494
Net assets at beginning of year	<u>11,696,533</u>	<u>3,651,216</u>	<u>419,492</u>	<u>216,203</u>	<u>15,983,444</u>
Net assets at end of year	<u>\$12,455,390</u>	<u>\$3,985,811</u>	<u>\$441,595</u>	<u>\$251,142</u>	<u>\$17,133,938</u>

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

For the Year Ended June 30, 2020

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2020

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2019

ASSETS

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

LIABILITIES AND NET ASSETS

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

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

Year Ended June 30, 2019

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

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

Year Ended June 30, 2019

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

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

For the Year Ended June 30, 2019

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2019

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

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

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

**BOARD OF DIRECTORS
2020 - 2021**

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

Elaine Michaud, Vice Chair, Retired Partner, Devine Millimet
Term 6 months. 5/2021-10/2021

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

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

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

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

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

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

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

David Harrington, Director of Human Resources, New England College
Term 6 yrs. 10/2017-9/2023

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

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

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

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

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

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

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

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

**BOARD OF DIRECTORS
2020 - 2021**

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

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

Jessica Lachance

Education

May 2005 Southern NH University Manchester, NH
Master of Science, Community Mental Health

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

1994 Saint Anselm College Manchester, NH
Bachelor of Arts, Psychology

- Member of Psi Chi, National Honor Society in Psychology

Professional experience

October 2016-present
The Mental Health Center of Greater Manchester
Director, Mobile Crisis Response Team

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

April 2007-present
The Mental Health Center of Greater Manchester
Coordinator of Housing, InSHAPE and Outreach Services

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

Jan 2004-April 2007
The Mental Health Center of Greater Manchester Manchester, NH
Assistant Coordinator of Assertive Community Treatment

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

July 2001-Dec 2003
Mental Health Center of Greater Manchester Manchester, NH

Supervisor – Gemini House

- 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.

Colleen Thomas

EDUCATION

University of New Hampshire, *Magna cum laude*
Bachelor of Science-Dual Major: Family Studies & Psychology

2003-2007

WORK EXPERIENCE

Mental Health Center of Greater Manchester, Manchester, NH 2007-Present

*President Circle Award Winner 2019

Network4Health-Integrated Delivery Network Region 4

Coordinator of the Integrated Transition Teams and REAP February 2021-present

- Supervise staff 1:1 and in group setting to review cases, assist in identifying barriers to treatment goals and resources available to clients and staff
- Supervise interns while they develop educational and professional goals
- Develop/Maintain relationships with area agencies for ongoing inter agency referrals

Assistant Coordinator of the Integrated Transition Teams October 2020-January 2021

Care Transitions Coach 2018-2020

- Supported development and implementation of demonstration project with Critical Time Intervention, an evidence based practice
- Mentored new graduates and staff on MHCGM agency policies, procedures, levels of care and direct client care.
- Provide Case consult to team members for Care Transitions Eligibility, appropriate referrals to treatment teams and outside agencies
- Presented to agency partners about Care Transitions program; helped develop procedures for inter-agency referrals and case management
- Support clients following release from incarceration and/or discharge from medical facilities in connecting to resources and engage with supports for more successful transition to community
- Support clients and treatment team members in addressing barriers to treatment

Mobile Crisis Response Team Per Diem 2018-Present

- Assist/support clinicians in the community performing psychiatric evaluations
- Conduct Caring Contact/Outreach calls to clients following Mobile Crisis contact. Help ensure connection to supports in community following crisis.
- Work collaboratively with Manchester Police Department in responding to calls in the community

InSHAPE Health.Mentor 2013-2018

- Help InSHAPE participants identify health goals for themselves that will improve physical and mental well being
- Assist participants develop and track objectives that will help them achieve their goals
- Support participants in community integration and utilization of community resources
- Develop partnerships with local businesses for goods and services for our clients use and InSHAPE events

- Develop and conduct group education opportunities with topics ranging from nutrition, fitness, personal/sleep hygiene, self-care, etc.

Mental Health Counselor, Cypress Center 2007-2013

- Work cooperatively with treatment team to develop individual treatment plans for recovery
- Meet individually and in group settings with clients to assist in developing strategies for symptom management
- Conduct Emergency Service's crisis hotline calls from clients in need of support and/or in crisis situations
- Complete all paperwork related to client's stay in Cypress Center facility including admission, discharge and daily documentation

TRAINING/CERTIFICATES

- Motivational Interviewing I, II
- Stages of Change
- LEAP (Listening, Empathizing, Agreeing and Partnering)
- Critical Time Intervention; Core Training, Supervisor Training, Fidelity Training
- WRAP Facilitator
- Cultural Competency
- Criminal Thinking and Anti-social Logic
- DBT Skill Training
- Illness Management & Recovery
- Foundations of Management
- Foundations of Leadership

VOLUNTEER EXPERIENCE

Friends of the Manchester Animal Shelter	2010-Present
• Foster and train dogs/puppies in my home until ready for adoption. Assist in matching potential adopters to suitable animal. • Event planning to raise awareness and defer costs associated with daily needs and running programs at the shelter. • Developed relationships with local businesses for event vendors and donations to use in promotions, raffles, etc.	

SKILLS

- Excellent interpersonal and communication skills
- Comfortable working independently as well as in a team oriented atmosphere
- Able to keep accurate records with great time management skills

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

DESCRIPTION

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

EDUCATION

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

EXPERIENCE

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

PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES AND CERTIFICATIONS

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

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

PUBLICATIONS

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

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

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

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

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

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

William T. Rider

Objective

To provide effective leadership in community mental healthcare

Experience

The Mental Health Center of Greater Manchester
401 Cypress St Manchester, NH 03103 (603) 668-4111

- 3/2015 to Present: President, Chief Executive Officer
- 3/2000 to 3/2015: Executive VP, Chief Operating Officer
- 1/1995 to 2/2000: Director, Community Support Program
- 7/1987 to 12/1994: Assistant Director Community Support Program
- 6/1985 to 6/1987: Clinical Case Manager

Carroll County Mental Health

25 West Main St. Conway NH 03818

- 4/78 to 5/85: Clinical Case Manager

New Hampshire Hospital

24 Clinton St

Concord NH 03301

- 10/76 to 4/78: Mental Health Counselor

Education

2001 to 2002 Franklin Pierce College Concord, NH

- 12 Graduate Credits

1972 to 1976 Canisius College Buffalo, NY

- BA Psychology 1976

Community Activity

Granite Pathways: Vice Chair, Board of Directors

Postpartum Support International-NH, Founders Board

NAMI of NH Member since 1985

- 1992 NAMI Professional of the Year Award

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*)

CONTRACTOR NAME
The Mental Health Center of Greater Manchester, Inc.
Critical Time Intervention Program
SFY 2022
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
JESSICA LACHANCE	Program Director-Mobile Crisis	\$85,188	1.00%	\$851.88
COLLEEN THOMAS	Intensive Transition Team Coordinator	\$71,074	10.00%	\$7,107.40
PATRICIA CARTY	Chief Operating Officer	\$114,446	1.00%	\$1,144.46
WILLIAM RIDER	President / CEO	\$173,592	0.25%	\$433.98
PAUL MICHAUD	Chief Financial Officer	\$127,556	0.25%	\$318.89

Subject: Operationalization of the Critical Time Intervention Program (SS-2022-DBH-06-OPERA-04)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name West Central Services, Inc. d/b/a West Central Behavioral Health		1.4 Contractor Address 85 Mechanic Street Suite C2-1 Box A-10 Lebanon, N.H. 03766	
1.5 Contractor Phone Number (603) 448-0126	1.6 Account Number 05-95-92-922010-4120 05-95-92-920010-7877 0000	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$129,135
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Roger W. Osmun, Ph.D.</i> 0ABDB54CB432473... Date: 10/1/2021		1.12 Name and Title of Contractor Signatory Roger W. Osmun, Ph.D. President and CEO	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> ED9005804C03442... Date: 10/4/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>J. Christopher Marshall</i> On: 10/5/2021 03BD458E80D4403...			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 2 for individuals who:
 - 1.2.1. Are discharged from inpatient behavioral health settings;
 - 1.2.2. Are not receiving ACT services;
 - 1.2.3. Agree to receiving CTI program services; and
 - 1.2.4. Are returning to Region 2.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
 - 1.4.1. Individuals receive services over a period of nine (9) months;
 - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
 - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
 - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
 - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
 - 1.8.1. Individual and organizational challenges;
 - 1.8.2. Progress; and
 - 1.8.3. Opportunities.
- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system ^{OS} as

**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT B**

necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:

- 1.9.1. Applicable EHR modifications are fully functional by January of 2022.
- 1.9.2. The EHR has capacity to capture information regarding:
 - 1.9.2.1. Referrals;
 - 1.9.2.2. Discharge;
 - 1.9.2.3. Assessments;
 - 1.9.2.4. Care plans;
 - 1.9.2.5. All interactions between CTI program and the individual;
 - 1.9.2.6. Hospitalizations; and
 - 1.9.2.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.11. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
 - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
 - 1.12.2. Community Mental Health Centers, statewide.
 - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
 - 1.12.4. Landlords.
 - 1.12.5. Local Businesses.
 - 1.12.6. Community Action Program agencies.
 - 1.12.7. Peer Support Agencies.
 - 1.12.8. Educational Institutions.
 - 1.12.9. Public Assistance Agencies.
 - 1.12.10. Local Welfare Offices.
 - 1.12.11. Public Health Departments.
 - 1.12.12. Transportation providers.
 - 1.12.13. Churches.

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- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
 - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services.
 - 1.13.2. Meet to engage with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
 - 1.14.1. Review the individual's treatment history.
 - 1.14.2. Identify existing community supports; and
 - 1.14.3. Develop a care plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the care plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
 - 1.14.3.1. Income.
 - 1.14.3.2. Access to health care, including:
 - 1.14.3.2.1. Health care services;
 - 1.14.3.2.2. Mental health services; and
 - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services.
 - 1.14.3.3. Diet and exercise.
 - 1.14.3.4. Education.
 - 1.14.3.5. Employment.
 - 1.14.3.6. Family and social supports.
 - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall collaborate with the inpatient behavioral health setting, from which an individual is scheduled for discharge and with the individual scheduled for discharge to develop a discharge plan for successful discharge, which includes:
 - 1.15.1. Documenting the individual's recovery and transition goals;
 - 1.15.2. Identifying supports and services to assist the individual with transition back into the community;

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- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
 - 1.15.3.1. Housing supports.
 - 1.15.3.2. Mental health services.
 - 1.15.3.3. Primary care health services.
 - 1.15.3.4. Transportation supports.
 - 1.15.3.5. Child care supports.
 - 1.15.3.6. Educational programs and supports.
 - 1.15.3.7. Employment supports.
 - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
 - 1.17.1. Access to emergency department visits;
 - 1.17.2. Access to inpatient services to resolve crisis as they arise; and
 - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

2. Phase One (1) CTI Services

- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
 - 2.2.1. Scheduling and keeping appointments that include, but are not limited to:

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- 2.2.1.1. Health care appointments.
- 2.2.1.2. Mental health appointments.
- 2.2.1.3. Recovery and substance use treatment sessions.
- 2.2.1.4. Dental appointments.
- 2.2.1.5. Other appointments relative to life skills.
- 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
- 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
- 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.

3. Phase Two (2) CTI Services

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
 - 3.2.1. Teaching and reinforcing the skills necessary in managing their support network; and
 - 3.2.2. Assisting with self-advocacy.
- 3.3. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 3.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 3.5. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.6. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
 - 3.6.1. Faith and/or spiritual programs.
 - 3.6.2. Physical fitness programs.
 - 3.6.3. Social clubs.
 - 3.6.4. Creative art programming.

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3.6.5. Education.

3.6.6. Employment.

4. Phase Three (3) CTI Services

4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.

4.2. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:

4.2.1. Developing a long-term plan to:

4.2.1.1. Manage their support network independently; and

4.2.1.2. Achieve recovery goals that remain outstanding.

4.3. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

4.4. The Contractor shall facilitate a final meeting with the individual to:

4.4.1. Acknowledge achievements over the past 9 months; and

4.4.2. Ensure the individual can function independently with their support network.

4.5. The Contractor shall enter a final note in the EHR that identifies:

4.5.1. The individual's recovery and transition goals;

4.5.2. The steps the individual made that indicate their ability to manage their support network independently;

4.5.3. The individual's experience in CTI;

4.5.4. Initial Risk Assessment;

4.5.5. Barriers to the Intervention; and

4.5.6. Summarize CTI Intervention.

5. Flexible Needs

5.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services for the individuals they serve, which may include but are not limited to:

5.1.1. Groceries.

5.1.2. Transportation.

5.1.3. Childcare.

5.1.4. Short-term housing costs, such as security deposits or utility bills.

5.1.5. Clothing appropriate for cold weather, job interviews, or work.

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5.1.6. Other uses pre-approved in writing by the Department.

6. Staffing

6.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:

6.1.1. Two (2) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.

6.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.

6.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:

6.2.1. Obtain and verify a minimum of two (2) references for the individual;

6.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;

6.2.3. Complete a criminal records check to ensure that the individual has no history of:

6.2.3.1. Felony conviction; or

6.2.3.2. Any misdemeanor conviction involving:

6.2.3.3. Physical or sexual assault;

6.2.3.4. Violence;

6.2.3.5. Exploitation;

6.2.3.6. Child pornography;

6.2.3.7. Threatening or reckless conduct;

6.2.3.8. Theft;

6.2.3.9. Driving under the influence of drugs or alcohol; or

6.2.3.10. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and

6.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:

6.2.4.1. The individual's name is on the BEAS state registry;

6.2.4.2. The individual has a record of a felony conviction; or

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6.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 6.2.3.3.

6.3. The Contractor shall ensure all CTI staff:

6.3.1. Complete the CTI model training; and

6.3.2. Attend regular Community of Practice (CoP) meetings.

6.4. The Contractor shall participate in training, as requested by the Department, which includes:

6.4.1. A two (2) day CTI worker training.

6.4.2. A one (1) day CTI supervisor training.

7. Exhibits Incorporated

7.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

7.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

8. Reporting Requirements

8.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15th) day of the following month in a format specified by the Department.

8.2. The Contractor shall submit a quarterly report by the fifteenth (15th) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:

8.2.1. Implementation milestones that include but are not limited to:

8.2.1.1. Hiring, onboarding, and training of staff.

8.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRF's.

8.2.1.3. Open enrollment.

8.2.1.4. Community engagement activities for individual resource development.

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- 8.2.1.5. CTI program improvement efforts; and
- 8.2.1.6. Barriers, challenges, and highlights.
- 8.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15th) day of the following month.
- 8.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

9. Operationalization Measures

- 9.1. The Department will monitor the contracted services by:
 - 9.1.1. Meeting with the Contractor to determine whether:
 - 9.1.1.1. Implementation milestones have been met;
 - 9.1.1.2. Staffing requirements have been met; and
 - 9.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
 - 9.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data.
 - 9.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives;
 - 9.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 9.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
 - 9.2.1. Barriers to progress, as identified by the Department.
 - 9.2.2. Action taken to date to address barriers.
 - 9.2.3. Future action to address barriers, with timeframes.
 - 9.2.4. Action taken to date to make progress.
 - 9.2.5. Future action to make progress, with timeframes.

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- 9.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 9.5. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

10. Additional Terms

- 10.1. Impacts Resulting from Court Orders or Legislative Changes
 - 10.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 10.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 10.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 10.3. Credits and Copyright Ownership
 - 10.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided 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."
 - 10.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
 - 10.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

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10.3.3.1. Brochures.

10.3.3.2. Resource directories.

10.3.3.3. Protocols or guidelines.

10.3.3.4. Posters.

10.3.3.5. Reports.

10.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

10.4. Operation of Facilities: Compliance with Laws and Regulations

10.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

11. Records

11.1. The Contractor shall keep records that include, but are not limited to:

11.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

11.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards,

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Operationalization of the Critical Time Intervention Program
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payrolls, and other records requested or required by the Department.

- 11.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 11.1.4. Medical records on each patient/recipient of services.
- 11.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 94%, Block Grants for Community Mental Health Services; as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN B09SM083987.
 - 1.2. 6% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Except for incentive payments described in Section 4 below, 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 C-1, Budget.
 - 3.1. The Contractor shall ensure flexible funding expenditures incurred are:
 - 3.1.1. Used to directly support the needs of the client when no other funds are not available;
 - 3.1.2. Used for one-time expenses tangible in nature;
 - 3.1.3. Directly allocable to the work performed under this Agreement;
 - 3.1.4. Appropriate in amount and nature, as determined by the Department; and
 - 3.1.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
4. The Contractor shall be eligible to receive incentive payments in an amount not to exceed \$7,594 upon achieving the Incentive Payment Goals as described below in Table 1. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**New Hampshire Department of Health and Human Services
Operationalization of the Critical Time Intervention Program
EXHIBIT C**

Table 1

#	Eligibility Period	Incentive Payment Goal	Percentage of Total Incentive Payments
1	January - March 2022	CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	50%
2	April – June 2022	Follow-up appointments completed, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon percentage of follow-up appointments scheduled during the eligibility period. Follow-up appointments completed will be measured in two categories: • Enrolled CTI clients who were hospitalized for treatment of mental illness or intentional self-harm diagnoses and who completed a follow-up appointment within 7 days of discharge with a mental health practitioner. • Enrolled CTI clients who were hospitalized for treatment of mental illness or intentional self-harm diagnoses and who completed a follow-up appointment within 30 days of discharge with a mental health practitioner.	25%
		CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	25%

SS-2022-DBH-06-OPERA-04

West Central Services, Inc. d/b/a
West Central Behavioral Health

Contractor Initials
Date 10/1/2021

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EXHIBIT C**

5. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 5.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 5.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 5.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 5.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. 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.

SS-2022-DBH-06-OPERA-04

West Central Services, Inc. d/b/a
West Central Behavioral Health

Contractor Initials OS
RWA
Date 10/1/2021

**New Hampshire Department of Health and Human Services
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EXHIBIT C**

12. Notwithstanding Paragraph 17 of the General Provisions Form 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 must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 13.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Vendor Name: West Central Services, Inc. d/b/a West Central Behavioral Health

Budget Request for: Operationalization of the Critical Time Intervention Program

Budget Period: 11/01/2021 to 6/30/2022

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	\$ 75,000.00	\$ 7,500.00	\$ 82,500.00	\$ -	\$ -	\$ -	\$ 75,000.00	\$ 7,500.00	\$ 82,500.00
2. Employee Benefits	\$ 26,250.00	\$ 2,625.00	\$ 28,875.00	\$ -	\$ -	\$ -	\$ 26,250.00	\$ 2,625.00	\$ 28,875.00
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - System Upgrade Funds	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flexible Funding	\$ 2,666.00	\$ -	\$ 2,666.00	\$ -	\$ -	\$ -	\$ 2,666.00	\$ -	\$ 2,666.00
Incentive Payments	\$ 7,594.00	\$ -	\$ 7,594.00	\$ -	\$ -	\$ -	\$ 7,594.00	\$ -	\$ 7,594.00
Recruiting and Hiring Costs	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 3,750.00	\$ -	\$ 3,750.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 119,010.00	\$ 10,125.00	\$ 129,135.00	\$ -	\$ -	\$ -	\$ 119,010.00	\$ 10,125.00	\$ 129,135.00

Indirect As A Percent of Direct

8.5%

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will,
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

10/1/2021

Date

DocuSigned by:

Roger W. Osmun, Ph.D.

Name: Roger W. Osmun, Ph.D.

Title: President and CEO

Vendor Initials

10/1/2021
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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

10/1/2021

Date

DocuSigned by:

Roger W. Osmun, Ph.D.

Name: Roger W. Osmun, Ph.D.

Title: President and CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials

DS
RWO

Date 10/1/2021



**New Hampshire Department of Health and Human Services
Exhibit F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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**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 (I)(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.

Contractor Name:

10/1/2021

Date

DocuSigned by:

Roger W. Osmun, Ph.D.

Name: Roger W. Osmun, Ph.D.

Title: President and CEO

Contractor Initials

Date 10/1/2021

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 Contractor 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:

Contractor 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

Contractor Initials

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RWA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor 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:

- I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/1/2021

Date

DocuSigned by:

Roger W. Osmun, Ph.D.

Name: Roger W. Osmun, Ph.D.

Title: President and CEO

Exhibit G

Contractor Initials

DS
RWO

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor 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 Contractor 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.

Contractor Name:

10/1/2021

Date

DocuSigned by:

Roger W. Osmun, Ph.D.

Name: Roger W. Osmun, Ph.D.

Title: President and CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

RWA

10/1/2021
Date



New Hampshire Department of Health and Human Services

Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials

10/1/2021
Date



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 Associate

3/2014

Contractor Initials

10/1/2021
Date



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. RWS

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Date



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 by:

Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

10/4/2021

Date

West Central Behavioral Health

Name of the Contractor

Roger W. Osmun, Ph.D.

Signature of Authorized Representative

Roger W. Osmun, Ph.D.

Name of Authorized Representative

President and CEO

Title of Authorized Representative

10/1/2021

Date



**New Hampshire Department of Health and Human Services
Exhibit J**

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/1/2021

Date

DocuSigned by:

Roger W. Osmun, Ph.D.

Name: Roger W. Osmun, Ph.D.

Title: President and CEO

Contractor Initials

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RWO

Date 10/1/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

150883403

1. The DUNS number for your entity is: 1500883405
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential Data or derivative therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential 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 Confidential 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 Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential 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. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential Data upon request or contract termination; and will obtain written certification for any State of New Hampshire Confidential 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 Confidential 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 Confidential Data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate Confidential 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 Confidential Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

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Exhibit K

DHHS Information Security Requirements



and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - e. limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
 - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer: DHHSPrivacyOfficer@dhhs.nh.gov
- B. DHHS Security Officer: DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

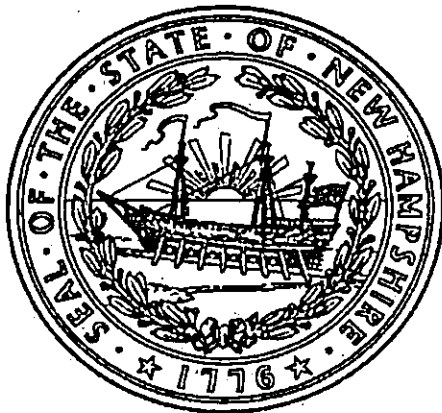
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 85174

Certificate Number: 0005353154



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

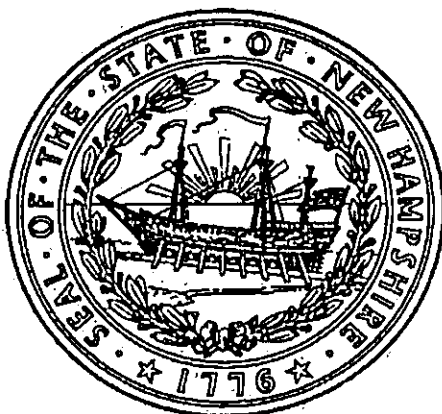
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL BEHAVIORAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on February 05, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 367817

Certificate Number: 0005353170



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

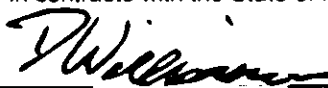
I, Douglas Williamson hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of West Central Services, Inc., dba West Central Behavioral Health
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 26, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Roger W. Osmun, President and Chief Executive Officer, and/or Robert Gonyo, Chief Financial Officer, are duly authorized on behalf of West Central Services, Inc., dba West Central Behavioral Health to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

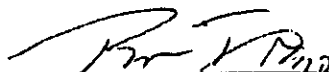
Dated: October 1, 2021


Signature of Elected Officer
Name: Douglas Williamson
Title: Board of Directors Chair

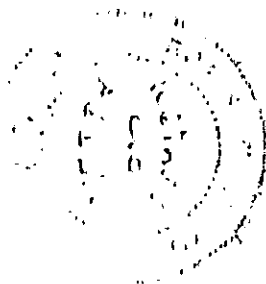
STATE OF NEW HAMPSHIRE
County of Grafton

The foregoing instrument was acknowledged before me this 1st Day of October, 2021

By Douglas Williamson


(Notary Public ~~Justice of the Peace~~)

Commission Expires: August 2, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN102105463--gaup-20-21	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Capitol Specialty Insurance Corporation</td> <td>10328</td> </tr> <tr> <td>INSURER B : Capitol Indemnity Corp.</td> <td>10472</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Capitol Specialty Insurance Corporation	10328	INSURER B : Capitol Indemnity Corp.	10472	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED West Central Services, Inc dba West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon, NH 03766															

COVERAGES **CERTIFICATE NUMBER:** NYC-010982297-04 **REVISION NUMBER:** 1

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HS02726188-05	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			HS02731293-05	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☒ CLAIMS-MADE ☐ DED ☐ RETENTION \$			HS20162182-05	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Healthcare Professional Liability - Claims Made			HS02726188-05	11/01/2020	11/01/2021	Each Claim: 1,000,000 Aggregate: 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage Mental Health Services Contract

CERTIFICATE HOLDER

State of New Hampshire
 Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Mariana Sousa PHONE: FAX: PHONE EXT.: E-MAIL: msousa@hayscompanies.com ADDRESS:														
INSURED West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon NH 03766	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Technology Insurance Company, Inc.</td> <td>42376</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Technology Insurance Company, Inc.	42376	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 21-22 WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3982219	6/1/2021	6/1/2022	X 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)

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

State of NH 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 James Hays/GSCHIC

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Effective Date:
May 15, 2018

Mission

West Central Behavioral Health's mission is to promote the health and quality of life of individuals, families and communities by providing treatment for mental illness and substance use disorders, while helping to reduce the stigma associated with these challenging conditions.

Draft

**West Central Services, Inc.
d/b/a West Central Behavioral Health**

FINANCIAL STATEMENTS

June 30, 2021

West Central Services, Inc.
d/b/a West Central Behavioral Health
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June 30, 2021

Draft

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Statement of Functional Revenues	18
Statement of Functional Expenses	19

Draft

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2021 and 2020, and the related statement of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health
Page 2

Draft

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America:

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 16-19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

St. Albans, Vermont
September 21, 2021

West Central Services, Inc. d/b/a West Central Behavioral Health

STATEMENTS OF FINANCIAL POSITION

June 30,

Draft

ASSETS

	<u>2021</u>	<u>2020</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,482,209	\$ 2,027,550
Investments	1,098,785	545,830
Restricted cash	93,133	66,847
Accounts receivable - trade, net	351,878	370,605
Accounts receivable - other	309,312	543,872
Due from affiliates	-	54,097
Prepaid expenses	116,479	98,748
TOTAL CURRENT ASSETS	<u>4,451,796</u>	<u>3,707,549</u>
PROPERTY & EQUIPMENT, NET	<u>610,970</u>	<u>641,691</u>
OTHER ASSETS		
Investment in Behavioral Information Systems	114,876	109,149
Deposits	26,880	31,880
TOTAL OTHER ASSETS	<u>141,756</u>	<u>141,029</u>
TOTAL ASSETS	<u>\$ 5,204,522</u>	<u>\$ 4,490,269</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 103,961	\$ 172,393
Accrued payroll and related expenses	291,061	180,682
Deferred revenue	229,628	135,067
Deposits and other current liabilities	51,782	23,486
Current portion of long-term debt payable	-	493,060
TOTAL CURRENT LIABILITIES	<u>676,432</u>	<u>1,004,688</u>
LONG-TERM DEBT, less current portion	<u>543,715</u>	<u>1,324,355</u>
TOTAL LIABILITIES	<u>1,220,147</u>	<u>2,329,043</u>
NET ASSETS		
Net Assets without donor restrictions	3,852,679	2,161,226
Net Assets with donor restrictions	131,696	-
TOTAL NET ASSETS	<u>3,984,375</u>	<u>2,161,226</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,204,522</u>	<u>\$ 4,490,269</u>

See Accompanying Notes to Financial Statements.

West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

Draft

	2021			2020
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	Total	
PUBLIC SUPPORT AND REVENUES				
Public support -				
State of New Hampshire – BBH	\$ 491,054	\$ -	\$ 491,054	\$ 377,128
Other public support	201,397	317,174	518,571	930,575
Grants	660,078	-	660,078	497,338
Net assets released from restriction	185,478	(185,478)	-	-
Total public support	1,538,007	131,696	1,669,703	1,805,042
Revenues -				
Program service fees	8,063,750	-	8,063,750	8,089,318
Contracted services	550,592	-	550,592	560,264
Rental income	159,021	-	159,021	160,027
Other revenues	394,705	-	394,705	299,771
Total Revenues	9,168,068	-	9,168,068	9,109,380
TOTAL PUBLIC SUPPORT AND REVENUES	10,706,075	131,696	10,837,771	10,914,422
EXPENSES				
Adult Maintenance	2,953,850	-	2,953,850	3,275,345
Adult Vocational	152,351	-	152,351	135,990
Children	3,080,851	-	3,080,851	2,737,771
ACT Team	815,957	-	815,957	862,755
Emergency Services	772,142	-	772,142	512,677
Housing services	1,286,851	-	1,286,851	1,283,406
General adult	406,788	-	406,788	399,182
Bridges	305,667	-	305,667	190,157
Other program services	682,691	-	682,691	604,445
TOTAL EXPENSES	10,437,148	-	10,437,148	10,001,728
CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	268,927	131,696	400,623	912,694
OTHER INCOME				
Forgiveness of Debt - PPP income	1,273,300	-	1,273,300	-
Investment Income	149,226	-	149,226	43,621
TOTAL OTHER INCOME	1,422,526	-	1,422,526	43,621
TOTAL INCREASE IN NET ASSETS	1,691,453	131,696	1,823,149	956,315
NET ASSETS, BEGINNING OF YEAR	2,161,226	-	2,161,226	1,204,911
NET ASSETS, END OF YEAR	\$ 3,852,679	\$ 131,696	\$ 3,984,375	\$ 2,161,226

See Accompanying Notes to Financial Statements.

West Central Services, Inc. d/b/a West Central Behavioral Health

STATEMENTS OF CASH FLOWS

For the Years Ended June 30,

Draft
2021
2020

CASH FLOWS FROM OPERATING ACTIVITIES

Changes in net assets	\$ 1,823,149	\$ 956,315
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	84,839	77,647
Unrealized (gain) loss on investment in partnership	(5,727)	(3,930)
PPP loan forgiveness	(1,273,300)	-
(Increase) decrease in the following assets:		
Accounts receivable - trade	18,727	(22,119)
Accounts receivable - other	234,560	(281,837)
Due from affiliates	54,097	(34,821)
Prepaid expenses	(17,731)	(18,684)
Restricted cash	(26,286)	31,227
Security deposits	5,000	-
Increase (decrease) in the following liabilities:		
Accounts payable	(68,432)	83,900
Accrued payroll and related expenses	110,379	91,176
Deferred revenue	94,561	13,250
Deposits and other current liabilities	28,296	(10,577)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,062,132</u>	<u>881,547</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Loss on disposal of assets	13,028	-
Purchase of property and equipment	(67,146)	(117,679)
Investment activity, net	<u>(552,955)</u>	<u>(41,560)</u>
NET CASH (USED) BY INVESTING ACTIVITIES	<u>(607,073)</u>	<u>(159,239)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds on line of credit	93,101	497,400
Repayment on line of credit	(93,101)	(825,862)
Proceeds from issuance of debt - PPP Loan	-	1,273,700
Repayment of notes payable	<u>(400)</u>	<u>(33,600)</u>
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>(400)</u>	<u>911,638</u>

NET INCREASE IN CASH

454,659 1,633,946

CASH AT BEGINNING OF YEAR

2,027,550 393,604

CASH AT END OF YEAR

\$ 2,482,209 \$ 2,027,550

SUPPLEMENTAL DISCLOSURE

Cash paid during the year for interest	<u>\$ 9</u>	<u>\$ 955</u>

See Accompanying Notes to Financial Statements.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

West Central Services, Inc. d/b/a West Central Behavioral Health (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs; it is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore, no provision for income tax expense has been reflected in these financial statements.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2018 remain open for potential examination by major tax jurisdictions generally for three years after they were filed.

Basis of Presentation

The financial statements have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Center and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

The Center considers cash on hand, cash in banks and all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During 2021, the Center increased its estimated percentage in the allowance for doubtful accounts to 38% from 32% of the total patient receivables. The allowance for doubtful accounts increased to \$211,562 as of June 30, 2021 from \$170,459 as of June 30, 2020.

Property and Equipment

All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of \$1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 2-40 years.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

The Center reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Client Service Revenue

On July 1, 2020, the Center adopted ASC Topic 606 with no significant impact to its financial position or operations, using the modified retrospective method. There were no contracts that were not completed as of July 1, 2020. The client had no adjustment to opening net assets as of July 1, 2020 as a result of adopting ASC Topic 606. There was no material impact on revenue for the year ended June 30, 2021 as a result of applying ASC Topic 606.

Client Service Revenue is reported at the amount that reflects the consideration the corporation expects to receive in exchange for the services provided. These amounts are due from patients or third party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Client service revenue is recognized as performance obligations are satisfied. The Center recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. The Center has determined that these services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time. The Center receives revenues for services under various third-party payer programs which include Medicaid and other third-party payers. The transaction price is based on standard charges for services provided to residents, reduced by applicable contractual adjustments, discounts, and implicit pricing concessions. The estimates of contractual adjustments and discounts are based on contractual agreements, discount policy, and historical collection experience. The corporation estimates the transaction price based on the terms of the contract with the payer, correspondence with the payer and historical trends.

Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2021 totaled \$8,063,750, of which \$7,911,367 was revenue from third-party payers and \$152,383 was revenue from self-pay clients.

Third-Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payers. The Center receives payment from Medicare, Medicaid, Blue Cross and other third-party payers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of payment is recorded as allowances when received and/or billed. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Vacation Pay and Fringe Benefits

Annual vacation allotments are granted to employees that are regularly scheduled to work 20 or more hours per week, if an employee works less than 37.5 hours per week the time earned will be prorated based on their FTE. Eligible employees are able to accrue hours starting at the beginning of each calendar year and accrued time is to be utilized by December 31st; with the exception of up to 5 days that is allowed to be carried over into the new calendar year. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the program.

Advertising

Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2021 and 2020 was \$9,002 and \$20,078, respectively.

Concentration of Credit Risk

The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. The majority of the payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs. Additionally, there are payments for services rendered to other Medicaid clients on the basis of fixed Fee for Service rates.

Approximately 88% and 87% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the years ended June 30, 2021 and 2020, 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.

Behavioral Services, Inc.
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NOTES TO FINANCIAL STATEMENTS
June 30, 2021

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NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. Due to the COVID-19 pandemic, the MOE requirements were waived for the 2021 and 2020 fiscal years by all three of the MCOs.

NOTE 3 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2021 for general expenditures are as follows:

Cash and Cash Equivalents	\$ 2,482,209
Accounts Receivable (net)	661,190
Investments	<u>1,098,785</u>

Financial assets available within one year for general expenditures	<u>\$ 4,242,184</u>

Restricted deposits, and reserves are restricted for specific purposes and therefore are not available for general expenditures. Investments in real estate and partnerships are not included as they are not considered to be available within one year.

As part of the Center's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

NOTE 4 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	<u>2021</u>	<u>2020</u>
ACCOUNTS RECEIVABLE - TRADE		
Medicaid	\$ 255,344	\$ 246,387
Medicare	40,897	83,923
Third party insurance companies	171,130	156,675
Clients	<u>96,069</u>	<u>54,079</u>
	563,440	541,064
Allowance for doubtful accounts	<u>(211,562)</u>	<u>(170,459)</u>
	<u>\$ 351,878</u>	<u>\$ 370,605</u>

West Central Services, Inc.
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NOTES TO FINANCIAL STATEMENTS
June 30, 2021

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NOTE 4 ACCOUNTS RECEIVABLE (continued)

Other accounts receivable of the Center consisted of the following at June 30:

	<u>2021</u>	<u>2020</u>
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	\$ 80,350	\$ 121,555
Bridges Housing Program	33,707	38,419
Bureau of Behavioral Health	121,195	127,471
MCO Directed Payments	72,406	237,437
State of NH - LTCSP	-	12,990
IDN Grants	<u>1,654</u>	<u>6,000</u>
	<u>\$ 309,312</u>	<u>\$ 543,872</u>

NOTE 5 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

	<u>2021</u>	<u>2020</u>
Land	\$ 20,695	\$ 20,695
Building and improvements	834,639	872,507
Furniture, fixtures and equipment	762,800	615,930
Vehicles	21,375	21,375
Project in Progress	<u>-</u>	<u>83,205</u>
	1,639,509	1,613,712
Accumulated Depreciation	<u>(1,028,539)</u>	<u>(972,021)</u>
NET BOOK VALUE	<u>\$ 610,970</u>	<u>\$ 641,691</u>

Depreciation expense for the years ended June 30, 2021 and 2020 was \$84,839 and \$77,647, respectively.

NOTE 6 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
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NOTE 6 INVESTMENTS (continued)

<u>2021</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	\$ 793,461	\$ 305,324	\$1,098,785
<u>2020</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	\$ 366,479	\$ 179,351	\$ 545,830

Investment income consisted of the following at June 30,:

	<u>2021</u>	<u>2020</u>
Interest and dividends	\$ 15,396	\$ 12,952
Realized gains	7,857	1,861
Unrealized gains	<u>125,973</u>	<u>28,808</u>
	<u>\$ 149,226</u>	<u>\$ 43,621</u>

	<u>2021</u>	<u>2020</u>
Investments in Behavioral Information Systems, LLC	<u>\$ 114,876</u>	<u>\$ 109,149</u>

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested \$88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2021 and 2020 was \$5,727 and \$3,930, respectively.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

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NOTE 7 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 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.

NOTE 8 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

	<u>2021</u>	<u>2020</u>
Operational Funding	\$ -	\$ 43,391
In-Shape	-	2,466
COVID Relief	-	59,000
Mobile Crisis Program	52,500	-
Bridge Program	11,000	11,000
Newport Tiger Program	15,000	10,000
Integrated Care Program	149,928	-
Facility Upgrades	-	2,661
Other Grants	<u>1,200</u>	<u>6,549</u>
	<u>\$ 229,628</u>	<u>\$ 135,067</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

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NOTE 9 LONG-TERM DEBT

Long-term debt consisted of the following at June 30:

	<u>2021</u>	<u>2020</u>
Note payable, Mascoma Bank dated May 2020. PPP loan with the ability to be forgiven in FY 21. With exception of \$400, this amount was forgiven in FY 21.	\$ -	\$ 1,273,700
Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.	<u>543,715</u>	<u>543,715</u>
	543,715	1,817,415
Less: Current Portion	<u>-</u>	<u>(493,060)</u>
	<u>\$ 543,715</u>	<u>\$ 1,324,355</u>

Aggregate principal payments on long-term debt due within the next five years and in the aggregate are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2022	\$ -
2023	-
2024	-
2025	-
2026	-
Thereafter	<u>543,715</u>
	<u>\$ 543,715</u>

Interest expense was \$8 and \$954 for the years ended June 30, 2021 and 2020, respectively.

NOTE 10 LINE OF CREDIT

As of June 30, 2021 and 2020, the Center had available a line of credit with maximum amounts available of \$500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2021 and 2020, the outstanding balance was \$-0- and \$-0- respectively. The effective interest rate at June 30, 2021 and 2020 was 3.5%. The line of credit expires in April, 2022.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

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NOTE 11 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2021 and 2020, the Center paid BIS \$0 and \$33,000, respectively, for services rendered. At June 30, 2021 and 2020, the Center owed BIS \$0 for current services.

The Center from time to time provides advances to BIS for payroll and other operating costs for which BIS reimburses the Center. As of June 30, 2021 and 2020, BIS owed the Center \$0 and \$54,097, respectively, for advances that had not been repaid.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services provided by clinical personnel. During fiscal years ended June 30, 2021 and 2020 the Center paid \$173,670 and \$164,165, respectively.

NOTE 12 EMPLOYEE RETIREMENT PLAN

The Center maintains a tax deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. The Center reinstituted a match which was effective in January, 2020 and all eligible employees receive a 50% match for their first 4% of contributions. Additionally, in 2020 the Center made a one-time contribution of 1% to all employees that were making contributions as of March 31, 2020. During the years ended June 30, 2021 and 2020, the total employer contributions into this retirement plan were of \$66,639 and \$64,198.

NOTE 13 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers is as follows:

	<u>2021</u>	<u>2020</u>
Due from clients	17 %	10 %
Insurance companies	30	29
Medicaid	46	45
Medicare	7	16
	<u>100 %</u>	<u>100 %</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 14 OPERATING LEASES

The Center leases real estate and equipment under various operating leases. Minimum future rental payments under non-cancelable operating leases excluding common area maintenance fees as of June 30, 2021 for each of the next five years and in the aggregate are:

<u>Year Ending June 30,</u>	<u>Amount</u>
2022	\$ 400,198
2023	348,813
2024	353,760
2025	293,944
2026	<u>293,156</u>
	 <u>\$ 1,689,871</u>

Total rent expense for the years ended June 30, 2021 and 2020, including rent expense for leases with the remaining term of one year or less and applicable common area maintenance fees, was \$687,056 and \$710,325, respectively.

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions are restricted and summarized as follows as of June 30, 2021:

Emergency Services Program	\$ 47,097
Children's Program	55,046
Future Vehicle Purchase	21,000
Other Contributions with Restrictions	<u>8,553</u>
	 <u>\$ 131,696</u>

The amounts above are temporarily restricted and the restricted net assets will become unrestricted once the restrictive purposes have been satisfied.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

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NOTE 16 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and property and equipment.

Due to these economic uncertainties the Center applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain. During the year ended June 30, 2021 the PPP funds received were forgiven by the SBA and recognized as other income on these financial statements in the amount of \$1,273,300.

NOTE 17 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 21, 2021, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2021, have been incorporated into the basic financial statements herein.

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SUPPLEMENTARY INFORMATION

West Central Services, Inc. d/b/a West Central Behavioral Health

ANALYSIS OF CLIENT SERVICE FEES

For the Year Ended June 30, 2021

Draft

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances & Discounts</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
CLIENT FEES	\$ 54,079	\$ 666,883	\$ (514,500)	\$ (110,393)	\$ 96,069
OTHER INSURANCE	156,675	815,871	(335,637)	(465,779)	171,130
MEDICAID	246,387	7,792,103	(706,168)	(7,076,978)	255,344
MEDICARE	<u>83,923</u>	<u>968,916</u>	<u>(623,718)</u>	<u>(388,224)</u>	<u>40,897</u>
TOTALS	<u>\$ 541,064</u>	<u>\$ 10,243,773</u>	<u>\$ (2,180,023)</u>	<u>\$ (8,041,374)</u>	<u>\$ 563,440</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES
For the Year Ended June 30, 2021

Draft

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) from BBH End of Year
Contract Year, June 30, 2021	<u>\$ 127,471</u>	<u>\$ 491,054</u>	<u>\$ (497,330)</u>	<u>\$ 121,195</u>

<u>Analysis of Receipts Date of Receipt Deposit Date</u>	<u>Amount</u>
07/23/20	\$ 26,073
08/31/20	75,323
10/05/20	52,146
10/28/20	2,367
10/29/20	22,690
11/17/20	52,146
11/23/20	10,673
01/05/21	26,073
01/29/21	26,073
03/04/21	40,653
03/17/21	336
03/22/21	16,977
04/01/21	26,073
04/27/21	12,844
06/23/21	68,343
06/26/21	26,075
06/30/21	12,465
	<u>\$ 497,330</u>

West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL REVENUES
 For the Year Ended June 30, 2021, with
 Comparative Totals for 2020

Draft

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2020
Program Services Fees													
Net Client Fees	\$ 152,383	\$ -	\$ 152,383	\$ 53,800	\$ 2,144	\$ 47,402	\$ 18,547	\$ 3,383	\$ 12,323	\$ 11,808	\$ -	\$ 2,878	\$ 205,777
Medicaid	7,085,935	-	7,085,935	2,114,222	90,217	3,166,982	408,339	109,441	1,025,429	38,426	-	132,879	7,010,883
Medicare	345,198	-	345,198	263,041	-	-	13,634	6,587	3,669	45,574	-	12,693	395,280
Other Insurance	480,234	-	480,234	187,037	-	224,338	3,769	9,078	186	54,081	-	21,747	477,368
Public Support - Other													
Local/County Gov't.	63,400	-	63,400	20,200	728	27,427	3,454	955	8,193	1,149	-	1,288	58,903
Donations/Contributions	441,211	-	441,211	138,712	3,983	175,878	31,708	11,890	43,595	15,853	-	19,816	855,982
Grants	680,078	-	680,078	148,484	2,820	314,951	18,193	98,930	47,521	9,209	-	19,990	497,339
Other Public Support	13,980	-	13,980	-	-	13,980	-	-	-	-	-	-	15,710
BBH													
Community Mental Health	491,054	-	491,054	3,312	119	9,835	225,587	250,475	1,344	189	-	213	377,128
Other BBH	550,592	-	550,592	54,968	-	18,221	29,870	171,113	-	4,880	-	273,582	560,264
Rental Incomes	159,021	-	159,021	4,891	-	-	-	-	154,130	-	-	-	160,027
Other Revenues	394,705	-	394,705	9,363	57	11,585	1,690	28,180	36,702	1,345	303,710	2,093	299,771
TOTAL PUBLIC SUPPORT AND REVENUES	\$10,837,771	\$ -	\$ 10,837,771	\$ 2,978,108	\$ 100,046	\$ 4,008,355	\$ 754,769	\$ 690,032	\$ 1,333,092	\$ 182,492	\$ 303,710	\$ 487,187	\$ 10,914,422

West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2021, with
Comparative Totals for 2020

Draft

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2020
Personnel Costs:													
Salary & Wages	\$ 6,576,835	\$ 508,042	\$ 6,070,793	\$ 1,633,041	\$ 76,554	\$ 1,907,107	\$ 508,201	\$ 534,882	\$ 685,116	\$ 224,164	\$ 50,225	\$ 451,523	\$ 6,371,683
Employee Benefits	773,516	39,095	734,421	231,920	28,980	231,587	35,596	55,782	57,150	43,169	6,333	43,924	778,426
Payroll Taxes	459,459	34,398	425,061	126,042	5,654	134,493	19,125	38,816	48,881	15,836	3,241	32,973	432,124
Professional Fees:													
Professional Fees	260,056	30,029	250,027	139,761	1,626	55,034	12,990	5,544	18,606	6,757	1,075	8,634	260,973
Staff Devel. & Training:													
Staff Development	25,398	8,151	17,245	6,190	-	4,170	-	629	130	200	-	5,926	28,186
Occupancy Costs:													
Rent	902,487	20,000	882,487	201,419	13,545	182,443	57,196	28,000	107,943	34,678	220,369	36,896	809,865
Other Utilities	82,117	-	82,117	13,552	1,075	15,857	4,200	1,696	43,108	1,704	508	217	84,778
Maintenance and Repairs	64,027	4,936	59,091	11,109	539	14,711	2,874	1,435	25,406	1,310	154	1,553	59,072
Taxes	36,000	-	36,000	-	-	-	-	-	36,000	-	-	-	36,000
Other Occupancy Costs	234,656	-	234,656	82,888	4,317	83,694	20,709	9,126	5,926	20,562	737	6,697	246,297
Consumable Supplies:													
Office/Building/Household	60,614	12,222	48,392	10,550	859	9,593	3,522	1,669	18,421	1,312	592	1,874	50,048
Food	35,361	786	34,575	528	2	2,044	82	-	31,895	-	14	-	40,068
Equipment Rental	23,394	7,744	15,650	5,216	418	5,009	1,625	801	829	667	194	891	23,348
Equipment Maintenance	4,720	4,681	39	-	-	-	-	-	39	-	-	-	11,395
Depreciation	84,839	4,310	80,529	22,128	727	14,839	3,200	1,527	31,523	1,600	-	4,985	77,647
Advertising	9,002	-	9,002	3,151	90	2,971	720	270	990	360	-	450	20,078
Membership Dues	53,543	-	53,543	18,842	525	17,984	4,184	1,569	5,725	2,112	-	2,602	50,717
Telephone/Communications	89,712	15,131	74,581	15,531	1,595	18,550	10,584	14,508	7,330	1,673	478	4,352	71,551
Postage/Shipping	7,150	3,619	3,531	1,422	116	776	435	225	117	184	166	90	9,245
Transportation:													
Staff/Clients	72,655	5,042	67,613	19,473	30	18,294	17,579	125	3,043	502	5,579	2,988	101,338
Insurance:													
General/Liability	169,281	-	169,281	51,786	1,973	48,540	14,025	7,408	28,077	6,626	1,577	9,291	141,462
Interest Expense	8	-	8	3	-	3	1	-	1	-	-	-	955
Other Expenditures	392,320	56,074	336,246	139,687	3,537	77,980	25,327	18,619	42,155	10,100	176	18,665	298,478
TOTAL EXPENSES	10,437,148	752,260	9,684,888	2,734,219	142,162	2,845,679	742,165	722,789	1,198,411	373,514	291,418	634,531	10,001,728
Administrative Allocation	-	(752,260)	752,260	219,831	10,189	215,172	73,782	49,353	88,440	33,274	14,249	48,160	-
TOTAL PROGRAM EXPENSES	\$ 10,437,148	\$ -	\$ 10,437,148	\$ 2,953,850	\$ 152,351	\$ 3,060,851	\$ 815,957	\$ 772,142	\$ 1,286,851	\$ 406,788	\$ 305,667	\$ 682,691	\$ 10,001,728



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4-21-21**

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Roger Osmun PHD – Ex Officio

Diane Roston MD – Ex Officio

Roger W. Osmun, Ph.D.
Licensed Psychologist

Education

Ph.D., Clinical Psychology
Temple University

M.A., Clinical Psychology
Temple University

B.A., Psychology, High Honors
Magna Cum Laude and Phi Beta Kappa
University of Rochester

Licensure

Pennsylvania Licensure (Psychologist),	June 1996	Lic. #: PS-008322-L
Delaware Licensure (Psychologist)	January 1999	Lic. #: B1-0000522

Listed in the National Register of Health Service Psychologists, Registrant #4431

National Provider Identification (NPI): 1750346136 (Roger W. Osmun, Ph.D.)
1295206290 (Pinnacle Psychological Services, LLC)

Clinical and Administrative Experience

2019- **President and CEO**, West Central Behavioral Health, Lebanon, NH

Private, non-profit behavioral health organization [501(c)3]
Approximately 145 employees; approximately 2,600 clients served annually.
7 locations (6 offices and 1 residential program) in the Upper Valley and
Greater Sullivan County
Annual Revenue: \$10M FY20
Direct Reports: 7 (including Vice President of Operations, Vice President of
Clinical Services, Chief Financial Officer, Medical Director and HR Director)

Activities: Functioned as the administrative lead of a 7-person Executive Leadership Team. Oversaw all operational aspects of a comprehensive, community-based behavioral health organization. Agency programs include, but are not limited to: outpatient treatment (mental health & substance abuse) for adult and children/adolescents, Assertive Community Treatment (ACT), targeted case management, peer support services, mobile crisis intervention, Employee Assistance Programs (EAP), mental health court, mental health first aid, supported living/housing and adult community residential rehabilitation.

2018-2019 **Psychologist and Founder**, Pinnacle Psychological Services, LLC Paoli, PA

Private psychology practice focusing on child/adolescents and adult psychotherapy; psychological and neuropsychological assessment; clinical consultation and supervision; and continuing education training and presentations

2016-2018 **Chief Operating Officer**, Holcomb Behavioral Health Systems, Exton PA

Private, non-profit behavioral health organization [501(c)3]
Joint Commission Accredited since 2000
Approximately 720 employees; approximately 21,000 clients served annually.
30 Locations (14 offices and 16 residential programs) in PA, DE, MD and NJ
Annual Revenue: \$31M FY17; \$32M FY18
Funding: 40% Medicaid, 30% State/County, 15% Commercial, 10% Self-Pay, 5% Medicare
Report to: Chief Executive Officer of parent organization and directly to the board
Direct Reports: 8 (including Senior Director of Operations, Chief Compliance Officer, Clinical Director and Regional Directors including two affiliate organizations)

Activities: Functioned as the administrative lead of a 14-person Quality Management Committee. Responsible for developing and adhering to a \$31M+ annual budget. Oversaw all operational aspects of a comprehensive, community-based behavioral health organization, previously serving in the role as Chief Clinical Officer (see below). Agency programs include, but are not limited to: outpatient treatment (mental health & substance abuse), child/adolescent Behavioral Health Rehabilitative Services (BHRS), family based services, blended case management, early intervention, psychiatric rehabilitation (clubhouse and mobile psych rehab), mobile crisis intervention and crisis residential, truancy intervention, Student Assistance Programs (SAP), forensic assessments, mental health first aid, supported living and adult community residential rehabilitation.

Achievements in FY18:

- Increased Medicaid revenue on existing service lines by \$500K (1.2%)
- Improved administrative and clinical efficiency resulting in reduced expenses by \$1.2M (3.9%)
- Expanded into two new service line contracts totaling \$475K

- Successfully transitioned from an outdated electronic health record to a new system able to manage all agency services, including mobile services not previously part of the agency EHR
- Transitioned three service lines to be responsive to value-based payment through implementing metric-based monitoring of service outcomes.
- Established an emerging leadership development program for middle management and other high potential employees

1996-2016 Chief Clinical Officer, Holcomb Behavioral Health Systems, Exton, PA

Activities: Served as clinical lead on a 700+ person behavioral organization, overseeing all clinical services and staff. Oversaw the development and implementation of all agency clinical policies and procedures; additionally involved in the development of many administrative policies. Administratively monitored the best practice compliance and empirical outcomes of services for diverse clinical and psychosocial services provide by approximately 650 direct care staff across all locations. Monitored new clinical program development, including proposal writing and contract development.

Achievements FY97-FY16:

- Achieved a 62% success rate of contract attainment through competitive bidding process supporting agency growth from \$2M to \$30M. Largest contract attained was \$2.2M.
- Obtained and maintained Joint Commission accreditation since 2000 through establishment of comprehensive policies/procedures and effective performance improvement systems.
- Established in 2005 and expanded to a nationally recognized doctoral psychology internship program to a cohort of eight interns. Obtained APA accreditation in 2016.
- Established agency as a Pennsylvania pre-approved provider of continuing education for psychologists and social workers/professional counselors through standardize curriculum and use of reputable presenters.
- Established processes to obtain Co-Occurring Disorder competency status.
- Established recovery-oriented, trauma-informed and culturally competent practices through the agency, including a comprehensive best practices matrix for child and family treatments.

1993-1996 Primary Therapist, Devereux Foundation-Brandywine Center, Glenmoore PA

Residential treatment center for behaviorally and emotionally disturbed adolescent males, frequently with a co-occurring diagnosis of substance abuse/dependency.

Activities: Maintained an average caseload of 10 clients, conducting all individual, group, and family therapy. Supervised implementation of milieu services. Served as primary liaison between multidisciplinary treatment team and

mental health agencies and families. Conducted admission psychological evaluations and psychosocial assessments. Participated on the Utilization Review Committee, Sexual Abuse Task Force, Joint Commission Site Visit Committee and Treatment Plan/Review CQI committees. Conducted regular Monitoring and Evaluation of center's clinical reports for Continuous Quality Improvement. Conducted inservices with residential and clinical staff on various topics. Supervision of assessment practicum students from local universities. Organized local conference on treatment of adolescent sexual offenders and abuse reactive children.

1996 **Consultant, Children and Family Support Services, Inc., Pottstown PA**

Activities: Conducted psychological assessments for determination of continued need of clinical BHRS services and treatment plan development. Provided supervision to master's level therapists providing Mobile Therapy and Behavioral Specialist Consultation.

1992-93 **Clinical Psychology Internship, Temple University Hospital, Philadelphia PA**

Activities: APA accredited internship. Participated in 3 major clinical rotations: inpatient (6 months), outpatient (3 months), and physical medicine and rehabilitation (3 months). Worked in context of a multidisciplinary treatment team during all rotations. During the internship year, maintained a minimal outpatient caseload of 45 client hours per month. Conducted psychological and neuropsychological evaluations on inpatient, outpatient and medical patients. Worked in the Psychiatric Emergency Service, assisting on-call residents in evaluation and case disposition. Followed several cardiac transplant patients from evaluation stage through candidacy and eventual transplantation. Conducted neuropsychological evaluation both pre- and post-transplant. Provided supportive therapy throughout transplant process. Served in supervisory role of 3rd year medical students during their psychiatry clerkship in conjunction with an attending psychiatrist. Provided lectures to medical students on psychological evaluation techniques. Supervised graduate practicum students during testing practicum placements at the hospital.

Research Experience

1994 **Dissertation:** "An Examination of the Relationship Between Adult Ego Identity Status and Psychopathology"

1991 **Masters Thesis:** "Ego-Identity Status: Influences on Psychotherapy Seeking"

1988-89 **Research Assistant, Temple University**

ROBERT GONYO



EXPERIENCE

***Accounting Manager
Lake Sunapee Bank
Newport, New Hampshire***

2014 – Present

- Responsible for managing the Accounting Department of a 1.6 billion dollar community bank with 35 branch locations within New Hampshire and Vermont to insure optimum accuracy, efficiency, and delivery of services.
- Work with external and internal auditors to provide accounting related documentation needed for audits.
- Review and approve the distribution of checks issued by Accounts Payable.
- Manage monthly recurring and non-recurring accruals and review of overall expenses.
- Prepare weekly filing of FR 2900, monthly calculation and filing of Vermont Sales & Use Tax return, quarterly filing of Vermont Bank Franchise Tax return and filing of annual reports with various Secretaries of State for 6 corporations.
- Responsible for accounting and reporting of \$188 million dollars of bank owned investments.
- Monitor and adjust pledged deposits weekly based on current market values of investments.
- Review and determine daily cash needs at Federal Reserve Bank with access to line of credit at Federal Home Loan Bank of Boston.
- Experience working with Jack Henry banking software and Fiserv investment software.
- Manage and direct a staff of 5 reporting directly to the Vice President and Director of Financial Reporting/Controller.

***Revenue Manager
Lutheran Social Services / Ascentria Care Alliance
Concord, New Hampshire***

2013 – 2014

- Responsible for the oversight of the accounts receivable billing and collections function for all subsidiaries.
- Oversee 7 direct reports providing leadership and coaching while holding direct staff accountable for accurate and timely completion of their duties.
- Monitor and manage any identified disruptions or delays within the revenue cycle.
- Determine and recommend general and specific reserves against bad debts and routinely analyze the collectability of receivables.
- Ensure departmental effectiveness and compliance with all third-party billing and collection requirements including eligibility and authorization functions.
- Maintain contact with program directors throughout the agency and external funding agencies in order to ensure proper management of all contracts and grants.
- Provide analysis of revenue contracts/grants to assist in making sure that revenue from contracts/grants are maximized.
- Experience with federal contracts, UFR categories for cost reimbursements, EIM billing and cost reimbursement billing processes and procedures.
- Knowledge of contract principles, laws, statutes, Executive Orders, regulations and procedures.

***Fiscal Director
Community Alliance of Human Services
Newport, New Hampshire***

2008 – 2013

- Responsible for all fiscal service operations including all monthly, quarterly and annual reporting requirements.
- Post all general ledger entries and reconcile all bank accounts.
- Oversee all accounts receivable (including Medicare, Medicaid & private pay billings), accounts payable, payroll and collection efforts.
- Responsible for preparing annual operating budgets for a multi company organization.
- Manage daily cash flow requirements.
- Implement internal controls in the areas of accounts payable, accounts receivable and payroll. Provided quarterly reporting requirements for various local, county, state and federal grants and

- assisted with grant writing proposals.
- Work with Board of Director's, management team and staff to provide financial analysis.
- Oversee annual certified audit.
- Perform monthly financial statement reviews with Directors.
- Implement accounting software upgrade and facilitated the moving of payroll processing from an external source to internal processing.
- Experienced EIV Coordinator for HUD subsidized 40 unit elderly housing complex.
- Responsible for completing annual Medicare Cost Report for a Home Health Agency.
- Manage and direct Staff Accountant.

Revenue Control Accountant
NFI North
Contoocook, New Hampshire

2003 – 2008

- Responsible for printing monthly cost center financial statements for 23 programs along with a corporate consolidation.
- Review bi-monthly billings for accuracy and tie revenue amounts back to program census.
- Member of Software Selection Committee charged with selecting a new client data management system for entire agency.
- Worked to set up finance module of new client data management system allowing a seamless transition to the new software.
- Produce monthly cash flow showing six months actual and six months projections.
- Update management team on a weekly basis of the cash flow status.
- Close and reconcile accounts receivable and post revenue to Great Plains general ledger monthly.
- Calculate allowance for doubtful accounts.
- Approve monthly reconciliation and weekly batches for accounts payable.
- Perform monthly budget reviews with Program Managers.
- Work with billing department to develop and institute rebilling and collection procedures.

Controller
Brattleboro Reformer / Town Crier
Brattleboro, Vermont

2002 – 2003

- Responsible for producing monthly financial statements for two publications.
- Produce weekly revenue and expense forecasts for the current month and monthly produce a rolling three months forecast.
- Developed inventory controls allowing daily updates of newsprint inventory levels.
- Provide corporate office with explanations of monthly revenue and expense budget variances. Work with circulation department to develop and institute collection procedures.
- Responsible for preparing annual operating budgets, filing of sales and use tax returns, reviewing and approving salesman commissions and accounts payable invoices.
- Work with management and staff to provide analysis and support.
- Produce daily production and revenue reports allowing management to quickly adjust and compensate for variances from expected results.
- Manage and direct staff in the areas of payroll, accounts receivable and credit & collections.

Controller
Merriam-Graves Corporation
Charlestown, New Hampshire

1998 – 2002

- Responsible for preparing monthly financial statements in a multi-corporate environment, providing financial support for 4 corporations including cost center financial statements for 34 multi state branch locations, corporate consolidations and monthly/quarterly reporting requirements.
- Manage daily cash flow and line of credit for all locations.
- Coordinated local banking relationships into a primary centralized corporate account for maximum utilization of funds.
- Worked in conjunction with the CFO to reorganize the corporate structure to create efficiencies and reduce costs.
- Provide analysis and support to all levels of management and staff.
- Ensure the accuracy of month-end closings and the integrity of the general ledger.

- Responsible for A/P, A/R, P/R, managing fixed assets, all state sales and use tax reporting and the preparation for the annual certified audit.
- Design and maintain internal controls, standardize internal policy and procedures throughout the company.
- Developed and instituted an internal branch audit system, providing an independent confirmation of inventories and cash management.
- Successfully integrated 5 acquisitions into the corporate financial structure.
- Direct a staff of 7 reporting directly to the Chief Financial Officer.

Assistant Comptroller
Wakeman Industries, Inc. (Merriam-Graves Corporation)
Charlestown, New Hampshire

1992 – 1998

- Responsible for producing detailed monthly financial statements with statistical highlights on an IBM AS/400 for 26 branches, 9 corporations and 2 consolidations.
- Coordinated with I/S staff and software provider to ensure the accuracy of general ledger during all phases of the computer conversion.
- Managed and directed support staff in the areas of payroll, accounts payable and accounts receivable. Streamlined the financial reporting process which resulted in more accurate and timely monthly financial statements.
- Assisted with the developing and preparation of the annual operating budgets.
- Managed daily cash flow requirements with access to \$5,000,000 line of credit.
- Responsible for management and reporting of approximately \$3,000,000 accounts receivable.
- Managed and calculated salesman commission and branch manager bonus programs.
- Assisted with annual certified audit.

Staff Accountant
Wakeman Industries, Inc. (Merriam-Graves Corporation)
Charlestown, New Hampshire

1988 – 1992

- Set up and maintained cost allocation spreadsheets in Microsoft Excel to distribute centralized costs to all branches.
- Implemented AS/400 based fixed asset system.
- Produced depreciation expense schedules for fleet of 100 trucks, tractors and trailers. Experienced with payroll processing for 225 personnel.
- Set up and maintained multi state sales tax exemption files.

Office Administrator
Suburban Realty, Inc.
Manchester, New Hampshire

1984 – 1987

- Responsible for managing all bookkeeping and administrative functions.
- Implemented advertising program which allowed equal exposure for all listed properties.

EDUCATION

Bachelor of Science degree in Accounting
New Hampshire College
Manchester, New Hampshire

PROFESSIONAL AFFILIATIONS

Serves as the Board Treasurer to Housing for the Elderly and Handicapped of Newport, Inc.
Newport, New Hampshire

CURRICULUM VITAE

NANCY NOWELL

EDUCATION

Predoctoral Internship in Clinical Psychology
Albany Psychology Internship Consortium
Albany, New York
American Psychological Association (APA)-accredited program

Ph.D. (1992): Clinical Psychology
Northern Illinois University (NIU)
APA-accredited program

M.A. (1988): Clinical Psychology
Northern Illinois University (NIU)

B.A. (1985): Psychology
The University of Kansas

CLINICAL EXPERIENCE

February, 2008 - Present: Vice President of Clinical Service organizes the development of all clinical programs within WCBH. Also, develops, implements, and updates clinical procedures to ensure high quality of care.

September 2003 - February 2008: Vice President of Outpatient Operations responsible for planning, organizing, directing and evaluating outpatient clinical services of the WCBH.

March 2002 - September 2003: Vice President of Quality Improvement and Training at WCBH maintaining high standards of care and compliance with requirements stipulated by funding sources and regulatory bodies. Support and guide all quality improvement efforts. Write policies and procedures; serve as resource for quality assurance and improvement activities. Supervise the Risk Management Director and QA Manager.

February 1999 - March 2002: Director of Risk Management at WCBH ensuring all clinical programs maintain high standards of care and were in compliance with requirements stipulated by funding sources and regulatory bodies. Write policies and procedures, develop educational risk management and safety programs and train employees.

July 1998 - February 1999: Psychologist providing psychotherapy to clients. An active member of the treatment team. Document and coordinate care and offer clinical testing and supervised staff.

July, 1995 - July, 1998: Licensed Clinical Psychologist in group psychology practice. Evaluation, therapy, and psychological testing for adults, families, couples, adolescents, and children. State disability evaluations. Areas of specialization and interest include women's issues; the cognitive-behavioral treatment of eating disorders, depression, and anxiety; marital therapy; adjustment to divorce in adults and children; and grief and loss issues.

July, 1994 - June, 1995: Psychologist in hospital-affiliated outpatient mental health agency, Hurley Mental Health in Burton, Michigan. Therapy and psychological testing for adults, adolescents, and children. ADHD evaluations. Assessment and treatment upon referral from the State child protective services agency. Intake evaluations and triage. Supervision of Limited Licensed Psychologists.

July, 1994- June, 1995: Psychologist in group practice, Center for Personal Growth in Huron Michigan. Therapy for adults, families, couples, adolescents, and children. Specialization in the outpatient treatment of eating disorders, marital therapy, and the treatment of mood and anxiety disorders.

January, 1992 - June, 1994: Counselor at Rensselaer Polytechnic Institute's (RPI) College Counseling Center in Troy, New York. Responsibilities included counseling, assessment (including learning disabilities assessments), frequent on-call duties, crisis intervention, consultation with campus community, health education committee work, supervision of graduate students in training, and participation in quality assurance. Presentations and workshops on suicidal students, family problems, relationship issues, depression, anxiety, stress management, academic underachievement, learning disabilities, adjustment to college, substance abuse, eating disorders, assertiveness, and psychological aspects of sexual harassment.

September, 1990 - August, 1991: Predoctoral intern at Albany Psychology Internship Consortium. Included three four-month rotations on inpatient unit (Albany Medical College), outpatient services (Capital District Psychiatric Center, Albany County Mental Health Clinic), and health/neuropsychology (VA Hospital). Inpatient and outpatient psychotherapy and psychological testing. Year-long family therapy practicum. Training in child custody evaluations. General psychotherapy groups. Weight management and cardiac rehabilitation groups. Presentations on PTSD, grief, panic disorder, eating disorders, and depression. Supervision of externship students from the State University of New York (SUNY) at Albany.

Spring, 1990: Psychology Trainee. Co-led a women's issues therapy group at Family Service Agency in DeKalb, Illinois

January, 1990 - June, 1990: Behavioral Consultant at Bethesda Lutheran Home in Aurora, Illinois, a residential facility for the developmentally disabled.

Fall, 1989: Neuropsychology Extern at the University of Wisconsin Medical School, Mount Sinai Campus in Milwaukee, Wisconsin, under the supervision of Dr. Kerry Hamsher. Externship provided exposure to assessment and differential diagnosis in neurobehavioral disorders.

July, 1988 - August, 1989: Clinical Assistant at the NIU Psychological Services Center. Responsibilities included conducting individual, child, marital, group, and family psychotherapy; intake interviews; participation in administrative functions; and external workshops.

Spring, 1987 and Spring, 1988: Psychology Trainee. Co-led eating disorders therapy groups at the NIU Counseling and Student Development Center.

August, 1985 - May, 1988: Psychology Trainee. Six semesters of psychotherapy practicum at the NIU Psychological Services Center. Conducted individual and family psychotherapy and intellectual and personality assessments with children and adults.

TEACHING EXPERIENCE

Spring, 1998: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Child Development.

Fall, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Abnormal Psychology.

Summer, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology.

Spring, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. Two sections of General Psychology and one section of Child Development.

Spring 1988: Teaching Assistant for graduate level course at NIU, Clinical Psychology ID: Personality Assessment.

Fall, 1987: Teaching Assistant for graduate level course at NIU, Clinical Psychology I: Theory and Assessment of Intellectual Functioning.

Spring, 1987: Teaching Assistant for two sections of Introductory Psychology at NIU.
Fall, 1986: Teaching Assistant for two sections of Introductory Psychology at NIU.

RESEARCH EXPERIENCE

May, 1992: Nowell, N.A.S. Investigation of dimensions associate with bulimic symptomatology. Unpublished Dissertation, Northern Illinois University, DeKalb, Illinois.

August, 1989 - August, 1990: Awarded Dissertation Completion Award from NIU Graduate School.

May, 1988: Sheldon, N.A. & McCanne, T.R. Impulsivity in bulimic syndrome. Presented at the meeting of the Midwestern Psychological Association, Chicago.

November, 1987: Sheldon, N.A. Impulsivity in the bulimic syndrome. Unpublished Thesis, Northern Illinois University, DeKalb, Illinois.

August, 1985 - August, 1986: Research Assistant at NIU. Participated in a wide variety of research activities including design, implementation, and data analysis of psychophysiological studies and eating disorders research.

PROFESSIONAL AFFILIATIONS

American Psychological Association

CURRICULUM VITAE

Diane M. Roston, M.D.

Education:

M.D.	University of Wisconsin School of Medicine	1986
M.S.	Science Journalism (coursework only) University of Wisconsin School of Journalism	1982
B.S.	Health Education, summa cum laude University of Wisconsin	1978
	English Major, Grinnell College	1973 - 1975

Postdoctoral Training:

Dartmouth-Hitchcock Medical Center, Lebanon, NH Residency in Psychiatry	1986 - 1990

Licensure and Certification:

Diplomate, National Board of Medical Examiners	1987
Diplomate, Adult Psychiatry, #036414 American Board of Psychiatry and Neurology	1992
New Hampshire Medical Licensure - #7851	1988 – present
Vermont Medical Licensure -#8369	1991 - present

Academic Appointments:

Clinical Faculty, Department of Psychiatry Geisel School of Medicine at Dartmouth, Lebanon, NH	2010 - present
Adjunct Faculty, Department of Psychiatry Dartmouth Medical School, Lebanon, NH	1992 - 2010
Lecturer in Psychiatry Dartmouth Medical School, Lebanon, NH	1991 - 1992
Adjunct Assistant Professor of Women's Studies	1991 - 1992

Dartmouth College, Hanover, NH

Hospital Appointments:

Alice Peck Day Memorial Hospital, Lebanon, NH 2016 - present; 1996-2004
Consulting staff

Valley Regional Hospital, consulting staff, Claremont, NH 2016 – present

Nashua Brookside Hospital, Nashua, NH 1988-1990

Experience:

2007-present	Medical Director, West Central Behavioral Health Lebanon, NH • Supervision of medical and nursing staff • Chair, Quality Improvement committee • Coordination of on-site research pilot studies • Ex-officio member, Board of Directors • Member, executive staff
1995-present	Clinic Psychiatrist, West Central Behavioral Health, Lebanon, NH • Provided care to individuals with chronic mental illness, including psychotic illnesses, anxiety disorders, affective illness, PTSD, and borderline personality disorder • Supervised 3rd year psychiatry residents for one year rotation • Provide clinical guidance to interdisciplinary care teams
1990-present	Private Practice, general psychiatry, White River Junction, VT
1993-1995	Staff Psychiatrist, Counseling Center of Lebanon West Central Behavioral Health, Lebanon, NH
1990-1991	Research Associate with George Vaillant, M.D. Institute for the Study of Adult Development Dartmouth Medical School, Hanover, NH
1982	Editor, Motherhood and Childbirth Project Women's Studies Research Center University of Wisconsin, Madison, WI
1978-1981	Patient Educator and counselor Wisconsin Clinical Cancer Center University of Wisconsin Hospitals & Clinics Madison, WI

Major Committee Assignments and Consultations:

National and Regional

Consortium of Women Psychiatrists, Hanover, NH	1992-1996
Women's Information Service (WISE), Lebanon, NH	1990-2003
Volunteer training consultant	
National Cancer Institute, Evaluation Consultant	1979-1981
Cancer Information Service Evaluation Task Force	

Institutions:

Obstetrics and gynecology / Psychiatry Liaison Committee	1994-1996
Psychobiology of Women Steering Committee	1990-1997
DHMC Department of Psychiatry	
Parental leave Task Force, chairperson	1988-1990
DHMC Department of Psychiatry	

Memberships in Professional Societies:

American Association of Community Psychiatrists
 American Medical Women's Association
 American Psychiatric Association
 Association for Women in Psychiatry
 National Alliance for the Mentally Ill
 New Hampshire Medical Society
 New Hampshire Psychiatric Association
 Vermont Psychiatric Association

Teaching Activities:

Outpatient Psychiatry Seminar	1996 - present
Third year psychiatry resident seminar on models and practice of outpatient care	
Adult Development Didactics	2002 - 2015
Psychiatry residency curriculum, DHMC, Lebanon, NH	
"Gender, Culture and Spirituality in Psychiatry"	
Didactic module in psychiatry residency curriculum, Dartmouth-Hitchcock Medical Center, Lebanon, NH	1997 - 2004
Introduction to Psychiatry, clinical instructor	1993 - 2007
Second year medical student introductory course Dartmouth Medical School, Hanover, NH	
Supervision of Psychiatry Interns and Residents	1991 - present
Dartmouth-Hitchcock Medical Center, Lebanon, NH	
"Health, Society, and the Physician," group facilitator, Dartmouth Medical School fourth year course, Department of Family and Community Medicine	1995
Case Conference Coordinator, Outpatient Psychiatry	1994 - 1996
Third year psychiatry resident training seminar	

Dartmouth-Hitchcock Medical Center, Lebanon, NH
The Psychology of Women in Health and in Sickness 1991
Undergraduate seminar professor
Dartmouth College, Hanover, NH

Other Professional Activities:

Private Practice Supervision Group 1993 - present
Co-organized Women and Psychiatry module 1989 - 1997
in psychiatry residency curriculum, DHMC, Lebanon, NH
Cofounder, regional conference, women & psychiatry 1993 - 1994
Women's Health Faculty Study Group 1990 - 1996
Co-leader, psychodynamic psychotherapy group practicum 1991 - 1993

Invited Presentations:

"The Role of an ObGyn/Psychiatry Liaison Group in Interdepartmental Program Development," North American Society for Psychosocial Obstetrics and Gynecology annual meeting, Santa Fe, NM, Feb. 1996.
"Women and Depression," Dartmouth Medical School elective on Women's Health, October 1995.
"Issues in Working with Difficult Personalities." Regional continuing education program for midwives, October 1994.
"Ego Defenses in Brief Psychotherapy." Psychiatry seminar, DHMC, Dec. 1994.
"Caring for Survivors of Sexual Abuse." in Topics in Primary Care of Women, DHMC, Continuing Medical Education program, November 1992.
"Prenatal Care and Childbirth Issues for Survivors of Childhood Sexual Abuse." Regional continuing education program for midwives, October 1992.
"Postpartum Psychiatric Disorders." Women's Health Faculty Study Group, DHMC, 1992.
"Postpartum Psychiatric Disorders." Dept. of Ob/Gyn, Nursing Division, DHMC, 1992.
"Women and Anger." Regional CME course on The Psychology of Women, Hanover, NH, September, 1993.
"Women and Anger." Women's Health Faculty Study Group, DHMC, 1993.
"Psychiatric Aspects of Pregnancy and the Puerperium." Psychiatry residency seminar, DHMC, April 1993.
"Psychiatric Aspects of Abortion." Psychiatry residency seminar, DHMC, April, 1992.
"Adult Development." Psychiatry residency seminar, DHMC, April, 1991.
"Screening for Psychiatric 'Red Flags'." Women's Information Service (WISE), Lebanon, NH, incorporated into semiannual training program, 1991-present.

Publications:

Roston, D. An extraordinary team. *Community Psychiatrist*. A Publication of the American Association of Community Psychiatrists. 32:1. 12-13. April 2018.

Roston, D. Surviving suicide: a psychiatrist's journey. *Death Studies*. 41:10, 629-634. DOI: 10.1080/0748118712017.1335547. Routledge Press. 2017.
<https://doi.org/10.1080/07481187.2017.1335547>.

Vaillant, GE, Orav, J, Meyer, S, Vaillant, L, and Roston, D. Late life consequences of affective spectrum disorder. *Intl. Psychogeriatrics* 8:1-20; 1996.

Roston, D. A Season for Family: One Physician's Choice. *Psychiatric Times*. Oct. 1993.
Roston, D. On Studying Anatomy. *Academic Medicine*. 68:2, February 1993.

Roston, D., Lee, K., and Vaillant, GE. A Q-Sort Approach to Identifying Defenses. in Vaillant, GE, editor, Ego Mechanisms of Defense: A Guide for Clinicians and Researchers. Washington, DC: American Psychiatric Press, 1992.

Vaillant, GE, Roston, D, and McHugo, G. An Intriguing Association Between Ancestral Mortality and Male Affective Disorder. Archives of General Psychiatry. 49, 709-715, 1992.

Roston, D. Acupuncture: Possible Mechanisms of Action. The New Physician. Jan 1985.

Roston, D., Editor, Motherhood Symposium Proceedings. Women's Studies Research Center, University of Wisconsin, Madison, WI. 1982.

Roston, D., and Blandford, K. Developing an Evaluation Strategy: A Client Survey Research Model. I Info and Referral Systems. 3:1, 1980.

Roston, D., and Blandford, K., Wisconsin Cancer Information Service User Survey Research Study. Wisconsin Clinical Cancer Center. Madison, WI. 1980.

Contact information:

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West Central Behavioral Health
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Lebanon, NH 03766
603-448-0126
droston@wcbh.org

Key Personnel CTI 10-1-21

Name	Position	Salary	%	
Roger Osmun	President/CEO	\$170,000.00	0	\$0
Robert Gonyo	CFO	\$92,700.00	0	\$0
Nancy Nowell	VP of Clinical Services	\$97,850.00	0	\$0
Diane Roston	Medical Director	\$122,853.00	0	\$0