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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

April 14, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the Contractors listed below in **BOLD** to continue providing Rapid Response crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by Covid-19, and healthcare professionals, by exercising contract renewal options by extending the completion dates from May 31, 2022 to May 31, 2023 effective upon Governor and Council approval with no change to the total price limitation of $4,326,660. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Approval History
Northern Human Services	177222	Conway, Region 1	$454,235	$0	$454,235	O: (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1: 8/18/2021 (Item #34)
West Central Services, Inc.	177654	Lebanon, Region 2	$454,235	$0	$454,235	O: (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1: 8/18/2021 (Item #34)
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	$346,390	$0	$346,390	O: (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1: 8/18/2021 (Item #34)

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Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	$454,235	$0	$454,235	O: (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1: 8/18/2021 (Item #34)
Monadnock Family Services	177510	Keene, Region 5	$346,390	$0	$346,390	O: (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1: 8/18/2021 (Item #34)
Greater Nashua Mental Health	154112	Nashua, Region 6	$454,235	$0	$454,235	O: (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1: 9/15/2021 (Item #16L)
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester , Region 7	$454,235	$0	$454,235	O: (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1: 9/15/2021 (Item #16L)
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	$454,235	$0	$454,235	O: (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1: 8/18/2021 (Item #34)
Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of	177278	Dover, Region 9	$454,235	$0	$454,235	O: (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1: 8/18/2021 (Item #34)

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Strafford County Foundation						
The Mental Health Center for Southern New Hampshire	174116	Derry, Region 10	$454,235	$0	$454,235	O: (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1: 8/18/2021 (Item #34)
		Total:	**$4,326,660**	**$0**	**$4,326,660**	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

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

Due to the pandemic, people with serious mental illness, youth with serious emotional disturbance, the general public and health care professionals are expected to continue to experience behavioral health challenges or exacerbations of current symptoms, including increases in depression, anxiety, trauma and grief. The Contractors provide crisis stabilization services to individuals who are under or uninsured and otherwise may not have access to affordable care.

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

The Department continues to monitor services by:

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

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As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for thirteen (13) of the fourteen (14) months available.

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

Source of Federal Funds: Assistance Listing Number #93.665, FAIN #1H79FG000652-01

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

Attachment A
Financial Details

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

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

Attachment A
Financial Details

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

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

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

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00
		Total		**4,326,660.00**	**-**	**4,326,660.00**

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020, (Informational Item T), as amended on August 18, 2021, (Item #34), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

   May 31, 2023

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

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

State of New Hampshire
Department of Health and Human Services

4/15/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

Northern Human Services

4/14/2022
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
C48E6073FD814B4...
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

4/15/2022
Date

DocuSigned by:
Robyn Guarino
74873484494146B...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **62362**

Certificate Number : **0005748583**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **1st** day of **April** A.D. **2022.**

William M. Gardner

Secretary of State

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Madelene Costello, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Northern Human Services. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on January 24, 2022,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Suzanne Gaetjens-Oleson, CEO (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Northern Human Services with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

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 to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. 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: 3.28.22 **ATTEST:** Madelene P. Costello President
(Name & Title)

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NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2022

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

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

PRODUCER	CONTACT NAME: Christine.Skehan	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS: Christine.Skehan@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044	INSURER B : NH Employers Insurance Company	13083
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ECC60040004322021A	09/30/2021	09/30/2022	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 (DHHS) 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 Sue Hart

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NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2022

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2255726	03/31/2022	03/31/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2255722	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHPK2255726	03/31/2022	03/31/2023	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Prof Liab - entit			PHPK2255726	03/31/2022	03/31/2023	$1,000,000/$3,000,000	
A	Phys Prof liab			PHPK2255726	03/31/2022	03/31/2023	$1,000,000/$3,000,000	

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

Evidence of Insurance

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Statement of Mission

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

Statement of Vision

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

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Financial Statements

NORTHERN HUMAN SERVICES, INC.

FOR THE YEARS ENDED JUNE 30, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORT

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

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NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2021 AND 2020

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Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

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

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2021.

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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northern Human Services, Inc. as of June 30, 2021 and 2020, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2021 in accordance with accounting principles generally accepted in the United States of America.

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Report on Summarized Comparative Information
We have previously audited Northern Human Services, Inc.'s June 30, 2020 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated January 20, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional revenues and expenses on pages 27 – 35 and schedule of expenditures of federal awards on page 36, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards
In accordance with *Government Auditing Standards*, we have also issued our report dated March 1, 2022, on our consideration of Northern Human Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Northern Human Services, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Northern Human Services, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

March 1, 2022
North Conway, New Hampshire

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NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash and cash equivalents, undesignated	$ 17,290,923	$ 13,898,376
Cash and cash equivalents, board designated	318,202	318,202
Accounts receivable, less allowance of $222,000 and $311,000 for 2021 and 2020, respectively	3,692,791	2,431,296
Grants receivable	224,187	515,878
Assets, limited use	806,316	724,596
Prepaid expenses and deposits	206,897	193,859
Total current assets	22,539,316	18,082,207
PROPERTY AND EQUIPMENT, NET	193,904	261,407
OTHER ASSETS		
Investments	2,524,860	2,064,316
Cash value of life insurance	470,832	452,278
Total other assets	2,995,692	2,516,594
Total assets	$ 25,728,912	$ 20,860,208

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 1,300,981	$ 1,589,607
Accrued payroll and related liabilities	1,656,658	1,522,001
Compensated absences payable	814,990	794,893
Other grants payable	925,485	187,352
Refundable advances	110,000	132,500
Deferred revenue	282,617	101,857
Refundable advances, maintenance of effort	-	339,562
Client funds held in trust	469,616	397,289
Due to related party	53,208	58,112
Total liabilities	5,613,555	5,123,173
NET ASSETS		
Net assets without donor restrictions		
Undesignated	19,540,045	15,162,607
Board designated	318,202	318,202
Total net assets without donor restrictions	19,858,247	15,480,809
Net assets with donor restrictions	257,110	256,226
Total net assets	20,115,357	15,737,035
Total liabilities and net assets	$ 25,728,912	$ 20,860,208

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2021 Total	2020 Summarized
PUBLIC SUPPORT				
State and federal grants	$ 2,897,159	$ -	$ 2,897,159	$ 2,169,389
Other public support	967,136	-	967,136	591,205
Local and county support	635,427	-	635,427	405,607
Donations	13,262	-	13,262	22,671
Total public support	4,512,984	-	4,512,984	3,188,872
REVENUES				
Program service fees	42,144,980	-	42,144,980	41,907,391
Production income	275,842	-	275,842	327,416
Other revenues	370,636	-	370,636	266,938
Total revenues	42,791,458	-	42,791,458	42,501,745
Total public support and revenues	47,304,442	-	47,304,442	45,690,617
EXPENSES				
Program Services:				
Mental health	11,535,421	-	11,535,421	11,370,057
Developmental services	25,138,884	-	25,138,884	25,786,386
Total program services	36,674,305	-	36,674,305	37,156,443
General management	6,763,823	-	6,763,823	6,271,198
Total expenses	43,438,128	-	43,438,128	43,427,641
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	3,866,314	-	3,866,314	2,262,976
NON-OPERATING INCOME				
Investment return	477,198	-	477,198	113,984
Gain on sale of property	-	-	-	3,500
Change in cash value of life insurance	18,554	-	18,554	19,693
Interest income	15,372	884	16,256	71,444
Total non-operating income	511,124	884	512,008	208,621
Change in net assets	4,377,438	884	4,378,322	2,471,597
NET ASSETS, BEGINNING OF YEAR	15,480,809	256,226	15,737,035	13,265,438
NET ASSETS, END OF YEAR	$ 19,858,247	$ 257,110	$ 20,115,357	$ 15,737,035

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 4,378,322	$ 2,471,597
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	121,923	181,884
Unrealized gain on investments	(308,604)	(9,790)
Realized gain on investments	(125,748)	(57,410)
Gain on sale of property	-	(3,500)
Change in cash value of life insurance	(4,546)	(6,288)
(Increase) decrease in assets:		
Accounts receivable	(1,261,495)	(465,305)
Grants receivable	291,691	(288,359)
Assets, limited use	(81,720)	(222,685)
Prepaid expenses and deposits	(13,038)	101,218
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	(288,626)	1,099,424
Accrued payroll and related liabilities	134,657	15,285
Compensated absences payable	20,097	51,757
Other grants payable	738,133	75,170
Refundable advances	(22,500)	(64,517)
Deferred revenue	180,760	(329,484)
Refundable advances, maintenance of effort	(339,562)	(51,896)
Client funds held in trust	72,327	227,925
Due to related party	(4,904)	9,689
NET CASH PROVIDED BY OPERATING ACTIVITIES	3,487,167	2,734,715
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(54,420)	(83,336)
Proceeds from sale of property	-	8,000
Purchases of investments	(449,324)	(302,115)
Proceeds from sales of investments	465,978	318,669
Reinvested dividends	(42,846)	(46,784)
Change in cash value of life insurance	(14,008)	(13,405)
NET CASH USED IN INVESTING ACTIVITIES	(94,620)	(118,971)
NET INCREASE IN CASH AND CASH EQUIVALENTS	3,392,547	2,615,744
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	14,216,578	11,600,834
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 17,609,125	$ 14,216,578

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Mental Health	Developmental Services	Subtotals	General Management	2021 Total	2020 Summarized
EXPENSES						
Salaries and wages	$ 7,775,256	$ 6,292,766	$ 14,068,022	$ 4,210,405	$ 18,278,427	$ 18,347,636
Employee benefits	1,475,632	1,690,124	3,165,756	839,253	4,005,009	4,312,503
Payroll taxes	566,611	474,631	1,041,242	249,281	1,290,523	1,259,813
Client wages	104,421	20,394	124,815	-	124,815	207,493
Professional fees	136,954	15,280,316	15,417,270	776,946	16,194,216	14,930,020
Staff development and training	10,842	7,525	18,367	8,074	26,441	44,455
Occupancy costs	569,962	453,014	1,022,976	176,514	1,199,490	1,298,725
Consumable supplies	124,142	176,088	300,230	44,447	344,677	462,185
Equipment expenses	135,587	98,955	234,542	56,728	291,270	293,138
Communications	111,291	108,591	219,882	39,243	259,125	297,725
Travel and transportation	109,925	307,696	417,621	13,415	431,036	867,152
Assistance to individuals	393	39,432	39,825	255	40,080	79,139
Insurance	69,257	65,306	134,563	34,882	169,445	152,963
Membership dues	30,928	7,033	37,961	89,176	127,137	128,466
Bad debt expense	295,875	116,542	412,417	-	412,417	616,701
Other expenses	18,345	471	18,816	225,204	244,020	129,527
Total expenses	$ 11,535,421	$ 25,138,884	$ 36,674,305	$ 6,763,823	$ 43,438,128	$ 43,427,641

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Non-Specialized Outpatient	State Eligible Adult Outpatient	Outpatient Contracts	Children and Adolescents
EXPENSES				
Salaries and wages	$ 313,129	$ 999,108	$ 262,348	$ 961,490
Employee benefits	46,955	126,634	36,922	161,231
Payroll taxes	22,426	67,614	20,231	69,709
Client wages	-	-	-	-
Professional fees	6,729	14,954	4,615	28,017
Staff development and training	210	750	1,650	1,599
Occupancy costs	22,539	58,850	16,433	48,383
Consumable supplies	13,100	10,843	1,577	7,768
Equipment expenses	4,617	14,478	3,973	12,635
Communications	7,558	10,686	2,043	9,291
Travel and transportation	79	609	1,848	12,919
Assistance to individuals	121	102	-	24
Insurance	3,329	10,298	2,866	9,061
Membership dues	1,868	7,782	1,145	4,000
Bad debt expense	-	69,696	3	26,325
Other expenses	45	389	278	542
Total expenses	$ 442,705	$ 1,392,793	$ 355,932	$ 1,352,994

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Emergency Services	Other Non-BBH	Integrated Health Grant	Bureau of Drug & Alcohol Services
EXPENSES				
Salaries and wages	$ 536,321	$ 281,990	$ -	$ 144,308
Employee benefits	83,172	67,005	-	22,609
Payroll taxes	37,790	20,287	-	10,566
Client wages	-	-	-	-
Professional fees	7,873	6,777	-	1,500
Staff development and training	549	654	-	660
Occupancy costs	28,497	15,258	-	7,147
Consumable supplies	3,655	2,358	-	1,037
Equipment expenses	9,365	4,880	10,980	2,148
Communications	22,467	1,972	439	851
Travel and transportation	79	1,746	-	2
Assistance to individuals	22	-	-	-
Insurance	5,404	2,660	-	1,426
Membership dues	1,676	908	-	426
Bad debt expense	16,215	139	-	1,536
Other expenses	60	45	-	270
Total expenses	$ 753,145	$ 406,679	$ 11,419	$ 194,486

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Drug Court	Vocational Services	Restorative Partial Hospital	Case Management
EXPENSES				
Salaries and wages	$ 277,418	$ 140,446	$ 47,116	$ 839,839
Employee benefits	60,541	38,606	12,990	186,430
Payroll taxes	19,504	13,826	3,450	62,613
Client wages	-	41,176	-	-
Professional fees	4,371	2,713	581	12,316
Staff development and training	269	214	5	568
Occupancy costs	7,266	10,242	2,537	41,715
Consumable supplies	1,591	2,114	442	7,558
Equipment expenses	3,949	2,299	754	11,528
Communications	4,473	10,446	160	10,508
Travel and transportation	1,908	8,291	118	26,180
Assistance to individuals	-	-	-	34
Insurance	1,959	1,475	510	8,099
Membership dues	830	469	159	2,614
Bad debt expense	16,884	3,689	114	69,011
Other expenses	2,324	1,287	494	4,020
Total expenses	$ 403,287	$ 277,293	$ 69,430	$ 1,283,033

See Notes to Financial Statements

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Continued

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Supportive Living	Community Residences	Bridge Grant	Victims of Crime Act Program
EXPENSES				
Salaries and wages	$ 544,477	$ 811,624	$ 50,868	$ 407,713
Employee benefits	143,351	196,885	11,749	69,461
Payroll taxes	41,232	59,908	3,661	28,644
Client wages	-	-	-	-
Professional fees	8,803	4,050	422	5,633
Staff development and training	372	95	600	396
Occupancy costs	35,606	44,115	119,154	20,584
Consumable supplies	5,231	21,676	686	2,431
Equipment expenses	8,328	9,137	521	5,096
Communications	5,553	10,255	203	2,652
Travel and transportation	17,977	2,155	2,639	6
Assistance to individuals	-	71	-	10
Insurance	6,014	2,763	365	3,773
Membership dues	1,935	839	198	1,445
Bad debt expense	13,449	8,518	-	11,810
Other expenses	661	7,660	-	-
Total expenses	$ 832,989	$ 1,179,751	$ 191,066	$ 559,654

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	ACT Team	Other Mental Health Programs	Total Mental Health Programs	2020 Summarized
EXPENSES				
Salaries and wages	$ 980,105	$ 176,956	$ 7,775,256	$ 7,256,309
Employee benefits	185,253	25,838	1,475,632	1,443,451
Payroll taxes	67,045	18,105	566,611	511,611
Client wages	7,152	56,093	104,421	108,499
Professional fees	26,246	1,354	136,954	206,342
Staff development and training	2,166	85	10,842	19,191
Occupancy costs	68,851	22,785	569,962	604,577
Consumable supplies	6,023	36,052	124,142	196,136
Equipment expenses	12,052	18,847	135,587	105,910
Communications	5,171	6,563	111,291	131,115
Travel and transportation	21,851	11,518	109,925	189,477
Assistance to individuals	9	-	393	1,961
Insurance	8,614	641	69,257	51,989
Membership dues	4,436	198	30,928	24,205
Bad debt expense	53,517	4,969	295,875	508,139
Other expenses	-	270	18,345	11,145
Total expenses	$ 1,448,491	$ 380,274	$ 11,535,421	$ 11,370,057

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Service Coordination	School District Contracts	Day Programs	Early Supports & Services	Independent Living Services
EXPENSES					
Salaries and wages	$ 473,259	$ 53,841	$ 1,568,347	$ 468,930	$ 71,126
Employee benefits	97,243	9,020	643,089	89,903	45,839
Payroll taxes	35,771	4,100	126,667	34,889	5,478
Client wages	-	-	15,581	-	-
Professional fees	471,423	189	486,570	141,229	22,515
Staff development and training	285	15	711	1,958	71
Occupancy costs	44,849	2,557	204,494	9,439	5,319
Consumable supplies	9,129	550	33,585	5,627	1,120
Equipment expenses	5,103	525	61,073	4,055	986
Communications	4,848	316	24,762	14,168	718
Travel and transportation	3,678	-	186,346	27,314	871
Assistance to individuals	-	-	3,751	58	1
Insurance	4,655	628	23,442	4,928	1,097
Membership dues	9	2	3,200	117	2
Bad debt expense	-	3,463	13,759	94,766	603
Other expenses	-	-	294	-	-
Total expenses	$ 1,150,252	$ 75,206	$ 3,395,671	$ 897,381	$ 155,746

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Family Residence	Combined Day/ Residential Vendor	Individual Supported Living	Consolidated Services	Combined Day/ Residential Services
EXPENSES					
Salaries and wages	$ 2,184,896	$ -	$ 266,429	$ 776,126	$ 18,924
Employee benefits	527,726	-	76,555	129,796	4,112
Payroll taxes	163,381	-	19,780	50,841	1,451
Client wages	4,813	-	-	-	-
Professional fees	3,587,226	1,798,547	1,293	1,674,606	1,639,235
Staff development and training	2,566	-	389	384	37
Occupancy costs	130,094	-	35,618	3,979	1,530
Consumable supplies	80,845	-	10,652	15,169	10,628
Equipment expenses	19,102	-	1,810	2,981	257
Communications	27,246	-	1,972	27,762	894
Travel and transportation	29,562	-	3,921	51,214	-
Assistance to individuals	29	-	-	25,574	-
Insurance	20,734	-	2,476	3,002	254
Membership dues	450	-	4	2,844	-
Bad debt expense	3,951	-	-	-	-
Other expenses	98	-	-	79	-
Total expenses	$ 6,782,719	$ 1,798,547	$ 420,899	$ 2,764,357	$ 1,677,322

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2020 Summarized
EXPENSES				
Salaries and wages	$ 30,797	$ 380,091	$ 6,292,766	$ 7,288,247
Employee benefits	13,783	53,058	1,690,124	2,018,023
Payroll taxes	2,237	30,036	474,631	505,954
Client wages	-	-	20,394	98,994
Professional fees	64,018	5,393,465	15,280,316	13,952,776
Staff development and training	51	1,058	7,525	19,969
Occupancy costs	1,086	14,049	453,014	510,258
Consumable supplies	292	8,491	176,088	206,721
Equipment expenses	327	2,736	98,955	141,286
Communications	427	5,478	108,591	118,675
Travel and transportation	401	4,389	307,696	646,801
Assistance to individuals	-	10,019	39,432	77,038
Insurance	337	3,753	65,306	73,139
Membership dues	1	404	7,033	16,785
Bad debt expense	-	-	116,542	108,562
Other expenses	-	-	471	3,158
Total expenses	$ 113,757	$ 5,907,027	$ 25,138,884	$ 25,786,386

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

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

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

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

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

As of June 30, 2021 and 2020, the Organization had net assets with donor restrictions and net assets without donor restrictions.

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

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

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

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

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

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

Vehicles	5 – 10 years
Equipment	3 – 10 years

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

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

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

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

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

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period the related services are rendered and adjusted in future periods as final settlements are determined.

Advertising
The Organization expenses advertising costs as incurred.

Summarized Financial Information
The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2020, from which the summarized information was derived.

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

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

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

New Accounting Pronouncement
In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced the most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective July 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded.

Revenue Recognition
The Organization derives revenues from services provided to its clients. Service revenue is reported at the amount that reflects consideration to which the Organization expects to be entitled in exchange for providing services. These amounts are due from clients and third-party payers. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by the Organization and the contract with the client or third-party and are satisfied when the service is performed.

The Organization determines the transaction price based on standard charges for goods and services provided as well as the state contract rate with third-party payers.

2. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2021 and 2020:

	2021	2020
Financial assets at year end:		
Cash and cash equivalents	$ 17,609,125	$ 14,216,578
Accounts receivable, net	3,692,791	2,431,296
Grants receivable	224,187	515,878
Assets, limited use	806,316	724,596
Investments	2,524,860	2,064,316
Cash value of life insurance	470,832	452,278
Total financial assets	25,328,111	20,404,942
Less amounts not available to be used within one year:		
Cash and cash equivalents, board designated	318,202	318,202
Client funds held in trust	469,616	397,289
Net assets with donor restrictions	257,110	256,226
Total amounts not available within one year	1,044,928	971,717
Financial assets available to meet general expenditures over the next twelve months	$ 24,283,183	$ 19,433,225

The Organization's goal is generally to maintain financial assets to meet 120 days of operating expenses (approximately $10,500,000).

3. ASSETS, LIMITED USE

As of June 30, 2021 and 2020, assets, limited use consisted of the following:

	2021	2020
Donor restricted cash	$ 257,110	$ 256,226
Client funds held in trust	469,801	397,253
Employee benefits	79,405	71,117
Total assets, limited use	$ 806,316	$ 724,596

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4. PROPERTY AND DEPRECIATION

As of June 30, 2021 and 2020, property and equipment consisted of the following:

	2021	2020
Vehicles	$ 346,326	$ 633,548
Equipment	272,231	2,779,836
Total property and equipment	618,557	3,413,384
Less accumulated depreciation	424,653	3,151,977
Property and equipment, net	$ 193,904	$ 261,407

Depreciation expense totaled $121,923 and $181,884 for the years ended June 30, 2021 and 2020, respectively.

5. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2021 and 2020:

	2021		2020	
	Fair Value	Cost	Fair Value	Cost
Money Market Funds	$ 27,012	$ 27,012	$ 51,642	$ 51,642
Mutual Funds:				
Domestic equity funds	952,660	651,802	721,852	649,349
International equity funds	438,861	335,741	305,407	298,585
Fixed income funds	1,091,079	1,064,166	949,227	900,785
Other mutual funds	15,248	14,386	36,188	39,192
Total	$ 2,524,860	$ 2,093,107	$ 2,064,316	$ 1,939,553

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

	2021	2020
Components of Investment Return:		
Interest and dividends	$ 42,846	$ 46,784
Unrealized gains on investments	308,604	9,790
Realized gains on investments	125,748	57,410
	$ 477,198	$ 113,984

Investment management fees for the years ended June 30, 2021 and 2020 were $16,215 and $15,350, respectively, and were netted with investment return.

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6. FAIR VALUE MEASUREMENTS

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

> ***Level 1*** - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.
>
> ***Level 2*** - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.
>
> ***Level 3*** - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2021 and 2020.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2021 and 2020.

> *Mutual Funds*: All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.
>
> *Life Insurance*: The surrender value of life insurance is valued at the cash value guaranteed to the policyowner upon cancellation of the life insurance policy. The surrender value is the value of investments less any surrender charges.

The table below segregates all financial assets and liabilities as of June 30, 2021 and 2020 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	2021			
	Level 1	Level 2	Level 3	Total
Money Market Funds	$ 27,012	$ -	$ -	$ 27,012
Mutual Funds				
Domestic equity funds	952,660	-	-	952,660
International equity funds	438,861	-	-	438,861
Fixed income funds	1,091,079	-	-	1,091,079
Other funds	15,248	-	-	15,248
Cash Value of Life Insurance	-	470,832	-	470,832
Total investments at fair value	$ 2,524,860	$ 470,832	$ -	$ 2,995,692

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

7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period. During the year ended June 30, 2020, the Organization increased the discretionary contribution from 2% to 3%. Contributions by the Organization totaled $744,597 and $422,993 for the years ended June 30, 2021 and 2020, respectively.

8. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 for the years ended June 30, 2021 and 2020. At June 30, 2021 and 2020, the Organization had cash balances in excess of FDIC coverage. However, in addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

9. CONCENTRATION OF RISK

For the years ended June 30, 2021 and 2020, approximately 87% and 86% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

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

Medicaid receivables comprise approximately 90% and 87% of the total accounts receivable balances at June 30, 2021 and 2020, respectively.

10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated $1,018,093 and $1,030,701 for the years ended June 30, 2021 and 2020, respectively.

The approximate future minimum lease payments on the above leases as of June 30, 2021 is $942,259 for the year ending June 30, 2022.

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

11. RELATED PARTY TRANSACTIONS

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

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

Due to/from Related Party
At June 30, 2021 and 2020, the Organization had a due to Shallow River balance in the amount of $53,208 and $58,112, respectively.

Rental Expense
The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was $770,034 for each of the years ended June 30, 2021 and 2020. The Organization also leases space from a board member for $1,000 per month.

Management Fee
The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated $74,649 for each of the years ended June 30, 2021 and 2020.

Donation
Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2021 and 2020, Shallow River did not make a donation to the Organization but retained its surplus of $604,102 and $254,448, respectively, due to future plans of acquiring a new building and for use in future renovation projects and maintenance costs.

12. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. Due to suspensions of the required maintenance of effort levels of performance as a result of the COVID-19 pandemic during the year ended June 30, 2021, there was no outstanding capitated payment liability at June 30, 2021. At June 30, 2020, the outstanding capitated payment liability totaled $339,562.

13. COMMITMENTS AND CONTINGENCIES

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

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

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

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

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

14. NET ASSETS WITH DONOR RESTRICTIONS

At June 30, 2021 and 2020, net assets with donor restrictions consisted of the following:

	2021	2020
Certificates of Deposit – Memorial Fund	$ 252,417	$ 252,417
Dream Team Fund	2,963	2,962
Income earned on the Memorial Fund	1,730	847
Total net assets with donor restrictions	$ 257,110	$ 256,226

15. ENDOWMENT FUND AND NET ASSETS WITH DONOR RESTRICTIONS

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

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

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

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

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

As of June 30, 2021 and 2020, the endowment was entirely composed of net assets with donor restrictions.

Changes in endowment net assets (at fair value) as of June 30, 2021 and June 30, 2020 were as follows:

	2021	2020
Certificates of deposit, beginning of year	$ 252,417	$ 252,417
Interest income	883	631
Withdrawals	(883)	(631)
Certificates of deposit end of year	$ 252,417	$ 252,417

16. LONG TERM CARE STABILIZATION PROGRAM

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute $300 per week in stipends to full time qualifying front line workers and $150 per week in stipends to part time qualifying front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund.

During the year ended June 30, 2021, the Organization received and expended grant revenue of $931,371 under the grant through payroll and subcontractor expenses. During the year ended June 30, 2020, the Organization received and expended grant revenue of $792,055 under the grant through payroll and subcontractor expenses. During its initial implementation, the program ran from April 2020 through July 31, 2020. In November 2020, the program was reinstated through December 2020.

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17. RECLASSIFICATION

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

18. OTHER EVENTS

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

19. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through March 1, 2022, the date the June 30, 2021 financial statements were available for issuance.

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Mental Health	Developmental Services	Subtotals	General Management	2021 Total	2020 Summarized
REVENUES						
Program service fees:						
Client fees	$ 305,713	$ 14,803	$ 320,516	$ 23	$ 320,539	$ 597,740
Residential fees	64,198	213,811	278,009	-	278,009	290,389
Blue Cross	208,955	33,579	242,534	-	242,534	219,130
Medicaid	13,063,543	27,042,822	40,106,365	29,707	40,136,072	39,753,270
Medicare	649,861	-	649,861	-	649,861	527,140
Other insurance	433,282	45,782	479,064	80	479,144	377,932
Local educational authorities	-	36,511	36,511	-	36,511	128,424
Vocational rehabilitation	-	1,350	1,350	-	1,350	12,777
Other program fees	960	-	960	-	960	589
Production/service income	248,100	27,742	275,842	-	275,842	327,416
Public support:						
Local/county government	411,211	32,667	443,878	191,549	635,427	405,607
Donations/contributions	7,881	200	8,081	5,181	13,262	22,671
Other public support	330,627	-	330,627	316,330	646,957	312,719
Bureau of Developmental Services and Bureau of Behavioral Health	1,771,962	156,326	1,928,288	2,250	1,930,538	1,186,973
Other federal and state funding:						
HUD	-	-	-	-	-	75,565
Other	-	-	-	966,621	966,621	906,851
Private foundation grants	306,674	-	306,674	13,505	320,179	278,486
Other revenues	192,359	70,417	262,776	107,860	370,636	266,938
Total revenues	17,995,326	27,676,010	45,671,336	1,633,106	47,304,442	45,690,617
EXPENSES						
Salaries and wages	$ 7,775,256	$ 6,292,766	$ 14,068,022	$ 4,210,405	$ 18,278,427	$ 18,347,636
Employee benefits	1,475,632	1,690,124	3,165,756	839,253	4,005,009	4,312,503
Payroll taxes	566,611	474,631	1,041,242	249,281	1,290,523	1,259,813
Client wages	104,421	20,394	124,815	-	124,815	207,493
Professional fees	136,954	15,280,316	15,417,270	776,946	16,194,216	14,930,020
Staff development and training	10,842	7,525	18,367	8,074	26,441	44,455
Occupancy costs	569,962	453,014	1,022,976	176,514	1,199,490	1,298,725
Consumable supplies	124,142	176,088	300,230	44,447	344,677	462,185
Equipment expenses	135,587	98,955	234,542	56,728	291,270	293,138
Communications	111,291	108,591	219,882	39,243	259,125	297,725
Travel and transportation	109,925	307,696	417,621	13,415	431,036	867,152
Assistance to individuals	393	39,432	39,825	255	40,080	79,139
Insurance	69,257	65,306	134,563	34,882	169,445	152,963
Membership dues	30,928	7,033	37,961	89,176	127,137	128,466
Bad debt expense	295,875	116,542	412,417	-	412,417	616,701
Other expenses	18,345	471	18,816	225,204	244,020	129,527
Total expenses	11,535,421	25,138,884	36,674,305	6,763,823	43,438,128	43,427,641
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 6,459,905	$ 2,537,126	$ 8,997,031	$ (5,130,717)	$ 3,866,314	$ 2,262,976

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Non-Specialized Outpatient	State Eligible Audit Outpatient	Outpatient Contracts	Children and Adolescents
REVENUES				
Program service fees:				
Client fees	$ 70,994	$ 81,041	$ -	$ 46,185
Residential fees	-	-	-	-
Blue Cross	75,992	50,653	-	69,317
Medicaid	158,184	1,890,740	553,261	3,152,146
Medicare	138,636	428,320	-	-
Other insurance	160,144	194,765	-	61,719
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	390	-
Production/service income	-	-	-	-
Public support:				
Local/county government	118,377	-	-	-
Donations/contributions	7,881	-	-	-
Other public support	-	-	9,713	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	1,500	-	-	-
Other revenues	103,228	-	-	-
Total revenues	834,936	2,645,519	563,364	3,329,367
EXPENSES				
Salaries and wages	$ 313,129	$ 999,108	$ 262,348	$ 961,490
Employee benefits	46,955	126,634	36,922	161,231
Payroll taxes	22,426	67,614	20,231	69,709
Client wages	-	-	-	-
Professional fees	6,729	14,954	4,615	28,017
Staff development and training	210	750	1,650	1,599
Occupancy costs	22,539	58,850	16,433	48,383
Consumable supplies	13,100	10,843	1,577	7,768
Equipment expenses	4,617	14,478	3,973	12,635
Communications	7,558	10,686	2,043	9,291
Travel and transportation	79	609	1,848	12,919
Assistance to individuals	121	102	-	24
Insurance	3,329	10,298	2,866	9,061
Membership dues	1,868	7,782	1,145	4,000
Bad debt expense	-	69,696	3	26,325
Other expenses	45	389	278	542
Total expenses	442,705	1,392,793	355,932	1,352,994
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 392,231	$ 1,252,726	$ 207,432	$ 1,976,373

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Emergency Services	Other Non-BBH	Integrated Health Grant	Bureau of Drug & Alcohol Services
REVENUES				
Program service fees:				
Client fees	$ 15,872	$ 747	$ -	$ 1,595
Residential fees	-	-	-	-
Blue Cross	8,267	628	-	994
Medicaid	96,140	394,184	-	14,468
Medicare	9,663	-	-	4,033
Other insurance	10,122	-	-	1,229
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	98,304	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	210,000	-	-
Other revenues	-	-	-	103
Total revenues	238,368	605,559	-	22,422
EXPENSES				
Salaries and wages	$ 536,321	$ 281,990	$ -	$ 144,308
Employee benefits	83,172	67,005	-	22,609
Payroll taxes	37,790	20,287	-	10,566
Client wages	-	-	-	-
Professional fees	7,873	6,777	-	1,500
Staff development and training	549	654	-	660
Occupancy costs	28,497	15,258	-	7,147
Consumable supplies	3,655	2,358	-	1,037
Equipment expenses	9,365	4,880	10,980	2,148
Communications	22,467	1,972	439	851
Travel and transportation	79	1,746	-	2
Assistance to individuals	22	-	-	-
Insurance	5,404	2,660	-	1,426
Membership dues	1,676	908	-	426
Bad debt expense	16,215	139	-	1,536
Other expenses	60	45	-	270
Total expenses	753,145	406,679	11,419	194,486
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (514,777)	$ 198,880	$ (11,419)	$ (172,064)

Continued

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Drug Court	Vocational Services	Restorative Partial Hospital	Case Management
REVENUES				
Program service fees:				
Client fees	$ -	$ -	$ -	$ 35,347
Residential fees	-	-	-	-
Blue Cross	-	-	-	-
Medicaid	48,028	138,039	92	1,849,201
Medicare	-	-	-	189
Other insurance	-	-	-	566
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	570	-	-	-
Production/service income	-	29,761	-	-
Public support:				
Local/county government	292,834	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	42,280	-	-	24,601
Total revenues	383,712	167,800	92	1,909,904
EXPENSES				
Salaries and wages	$ 277,418	$ 140,446	$ 47,116	$ 839,839
Employee benefits	60,541	38,606	12,990	186,430
Payroll taxes	19,504	13,826	3,450	62,613
Client wages	-	41,176	-	-
Professional fees	4,371	2,713	581	12,316
Staff development and training	269	214	5	568
Occupancy costs	7,266	10,242	2,537	41,715
Consumable supplies	1,591	2,114	442	7,558
Equipment expenses	3,949	2,299	754	11,528
Communications	4,473	10,446	160	10,508
Travel and transportation	1,908	8,291	118	26,180
Assistance to individuals	-	-	-	34
Insurance	1,959	1,475	510	8,099
Membership dues	830	469	159	2,614
Bad debt expense	16,884	3,689	114	69,011
Other expenses	2,324	1,287	494	4,020
Total expenses	403,287	277,293	69,430	1,283,033
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (19,575)	$ (109,493)	$ (69,338)	$ 626,871

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Supportive Living	Community Residences	Bridge Grant	Victims of Crime Act
REVENUES				
Program service fees:				
Client fees	$ 6,369	$ 5,249	$ -	$ 8,399
Residential fees	-	41,170	-	-
Blue Cross	-	-	-	1,871
Medicaid	1,917,620	1,280,517	-	129,687
Medicare	-	-	-	10,965
Other insurance	-	-	-	3,538
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	320,914
Bureau of Developmental Services and Bureau of Behavioral Health	-	86,250	182,847	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	1,251	7,984	-
Total revenues	1,923,989	1,414,437	190,831	475,374
EXPENSES				
Salaries and wages	$ 544,477	$ 811,624	$ 50,868	$ 407,713
Employee benefits	143,351	196,885	11,749	69,461
Payroll taxes	41,232	59,908	3,661	28,644
Client wages	-	-	-	-
Professional fees	8,803	4,050	422	5,633
Staff development and training	372	95	600	396
Occupancy costs	35,606	44,115	119,154	20,584
Consumable supplies	5,231	21,676	686	2,431
Equipment expenses	8,328	9,137	521	5,096
Communications	5,553	10,255	203	2,652
Travel and transportation	17,977	2,155	2,639	6
Assistance to individuals	-	71	-	10
Insurance	6,014	2,763	365	3,773
Membership dues	1,935	839	198	1,445
Bad debt expense	13,449	8,518	-	11,810
Other expenses	661	7,660	-	-
Total expenses	832,989	1,179,751	191,066	559,654
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 1,091,000	$ 234,686	$ (235)	$ (84,280)

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	ACT Team	Other Mental Health Programs	Total Mental Health Programs	2020 Summarized
REVENUES				
Program service fees:				
Client fees	$ 33,915	$ -	$ 305,713	$ 572,870
Residential fees	23,028	-	64,198	69,223
Blue Cross	963	270	208,955	182,887
Medicaid	1,438,380	2,856	13,063,543	12,177,461
Medicare	58,055	-	649,861	527,140
Other insurance	1,199	-	433,282	315,887
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	5,500
Other program fees	-	-	960	589
Production/service income	-	218,339	248,100	194,429
Public support:				
Local/county government	-	-	411,211	403,207
Donations/contributions	-	-	7,881	2,810
Other public support	-	-	330,627	312,719
Bureau of Developmental Services and Bureau of Behavioral Health	1,285,167	119,394	1,771,962	890,611
Other federal and state funding:				
HUD	-	-	-	75,565
Other	-	-	-	109,947
Private foundation grants	-	95,174	306,674	273,486
Other revenues	-	12,912	192,359	89,605
Total revenues	2,840,707	448,945	17,995,326	16,203,936
EXPENSES				
Salaries and wages	$ 980,105	$ 176,956	$ 7,775,256	$ 7,256,309
Employee benefits	185,253	25,838	1,475,632	1,443,451
Payroll taxes	67,045	18,105	566,611	511,611
Client wages	7,152	56,093	104,421	108,499
Professional fees	26,246	1,354	136,954	206,342
Staff development and training	2,166	85	10,842	19,191
Occupancy costs	68,851	22,785	569,962	604,577
Consumable supplies	6,023	36,052	124,142	196,136
Equipment expenses	12,052	18,847	135,587	105,910
Communications	5,171	6,563	111,291	131,115
Travel and transportation	21,851	11,518	109,925	189,477
Assistance to individuals	9	-	393	1,961
Insurance	8,614	641	69,257	51,989
Membership dues	4,436	198	30,928	24,205
Bad debt expense	53,517	4,969	295,875	508,139
Other expenses	-	270	18,345	11,145
Total expenses	1,448,491	380,274	11,535,421	11,370,057
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 1,392,216	$ 68,671	$ 6,459,905	$ 4,833,879

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Service Coordination	School District Contracts	Day Programs	Early Supports & Services	Independent Living Services
REVENUES					
Program service fees:					
Client fees	$ -	$ -	$ -	$ 14,803	$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	33,579	-
Medicaid	1,024,103	-	3,175,257	925,568	185,552
Medicare	-	-	-	-	-
Other insurance	-	-	-	45,782	-
Local educational authorities	-	36,511	-	-	-
Vocational rehabilitation	-	-	1,350	-	-
Other program fees	-	-	-	-	-
Production/service income	-	-	22,299	-	-
Public support:					
Local/county government	-	-	32,667	-	-
Donations/contributions	-	-	200	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	81,792	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	51,191	-	2,478	2,036	-
Total revenues	1,075,294	36,511	3,234,251	1,103,560	185,552
EXPENSES					
Salaries and wages	$ 473,259	$ 53,841	$ 1,568,347	$ 468,930	$ 71,126
Employee benefits	97,243	9,020	643,089	89,903	45,839
Payroll taxes	35,771	4,100	126,667	34,889	5,478
Client wages	-	-	15,581	-	-
Professional fees	471,423	189	486,570	141,229	22,515
Staff development and training	285	15	711	1,958	71
Occupancy costs	44,849	2,557	204,494	9,439	5,319
Consumable supplies	9,129	550	33,585	5,627	1,120
Equipment expenses	5,103	525	61,073	4,055	986
Communications	4,848	316	24,762	14,168	718
Travel and transportation	3,678	-	186,346	27,314	871
Assistance to individuals	-	-	3,751	58	1
Insurance	4,655	628	23,442	4,928	1,097
Membership dues	9	2	3,200	117	2
Bad debt expense	-	3,463	13,759	94,766	603
Other expenses	-	-	294	-	-
Total expenses	1,150,252	75,206	3,395,671	897,381	155,746
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (74,958)	$ (38,695)	$ (161,420)	$ 206,179	$ 29,806

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Family Residence	Combined Day/ Residential Vendor	Individual Supported Living	Consolidated Services	Combined Day/ Residential Services
REVENUES					
Program service fees:					
Client fees	$ -	$ -	$ -	$ -	$ -
Residential fees	166,041	-	39,183	-	-
Blue Cross	-	-	-	-	-
Medicaid	7,745,381	1,833,352	476,812	2,910,705	2,049,449
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	5,443	-	-	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	-	-	-	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	13,112	-	-	-	-
Total revenues	7,929,977	1,833,352	515,995	2,910,705	2,049,449
EXPENSES					
Salaries and wages	$ 2,184,896	$ -	$ 266,429	$ 776,126	$ 18,924
Employee benefits	527,726	-	76,555	129,796	4,112
Payroll taxes	163,381	-	19,780	50,841	1,451
Client wages	4,813	-	-	-	-
Professional fees	3,587,226	1,798,547	1,293	1,674,606	1,639,235
Staff development and training	2,566	-	389	384	37
Occupancy costs	130,094	-	35,618	3,979	1,530
Consumable supplies	80,845	-	10,652	15,169	10,628
Equipment expenses	19,102	-	1,810	2,981	257
Communications	27,246	-	1,972	27,762	894
Travel and transportation	29,562	-	3,921	51,214	-
Assistance to individuals	29	-	-	25,574	-
Insurance	20,734	-	2,476	3,002	254
Membership dues	450	-	4	2,844	-
Bad debt expense	3,951	-	-	-	-
Other expenses	98	-	-	79	-
Total expenses	6,782,719	1,798,547	420,899	2,764,357	1,677,322
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 1,147,258	$ 34,805	$ 95,096	$ 146,348	$ 372,127

Continued

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2020 Summarized
REVENUES				
Program service fees:				
Client fees	$ -	$ -	$ 14,803	$ 24,870
Residential fees	-	8,587	213,811	221,166
Blue Cross	-	-	33,579	36,243
Medicaid	426,019	6,290,624	27,042,822	27,575,809
Medicare	-	-	-	-
Other insurance	-	-	45,782	62,045
Local educational authorities	-	-	36,511	128,424
Vocational rehabilitation	-	-	1,350	7,277
Other program fees	-	-	-	-
Production/service income	-	-	27,742	132,987
Public support:				
Local/county government	-	-	32,667	2,400
Donations/contributions	-	-	200	17,512
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	74,534	156,326	296,362
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	1,600	70,417	66,433
Total revenues	426,019	6,375,345	27,676,010	28,571,528
EXPENSES				
Salaries and wages	$ 30,797	$ 380,091	$ 6,292,766	$ 7,288,247
Employee benefits	13,783	53,058	1,690,124	2,018,023
Payroll taxes	2,237	30,036	474,631	505,954
Client wages	-	-	20,394	98,994
Professional fees	64,018	5,393,465	15,280,316	13,952,776
Staff development and training	51	1,058	7,525	19,969
Occupancy costs	1,086	14,049	453,014	510,258
Consumable supplies	292	8,491	176,088	206,721
Equipment expenses	327	2,736	98,955	141,286
Communications	427	5,478	108,591	118,675
Travel and transportation	401	4,389	307,696	646,801
Assistance to individuals	-	10,019	39,432	77,038
Insurance	337	3,753	65,306	73,139
Membership dues	1	404	7,033	16,785
Bad debt expense	-	-	116,542	108,562
Other expenses	-	-	471	3,158
Total expenses	113,757	5,907,027	25,138,884	25,786,386
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 312,262	$ 468,318	$ 2,537,126	$ 2,785,142

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER		FEDERAL EXPENDITURES
U.S. Department of Justice					
Crime Victim Assistance	16.575	New Hampshire Department of Justice	2016VOCA1, 2016VOCA2		$ 312,719
Total U.S. Department of Justice					$ 312,719
U.S. Department of Treasury					
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery COVID-19 Long Term Care Stabilization Program	N/A		$ 931,371
Total U.S. Department of Treasury					$ 931,371
U.S. Department of Education					
Special Education Grants for Infants and Families	84.181A	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7852		$ 34,700
Total U.S. Department of Education					$ 34,700
U.S. Department of Health & Human Services					
Provider Relief Fund	93.498	Direct Award	N/A		$ 46,564
Emergency Grants to Address Mental and Substance Use Disorders During COVID-19	93.665	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-92-922010-1909		70,916
Medicaid Cluster					
Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-92-922010-4121	$ 5,000	
Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-49-490510-2985	43,251	48,251
Rural Health Care Services Outreach and Rural Health Network Development Program	93.912	North Country Health Consortium	Unknown		54,963
Total U.S. Department of Health & Human Services					$ 220,694
TOTAL					**$ 1,499,484**

See Notes to Schedule of Expenditures of Federal Awards

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NORTHERN HUMAN SERVICES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED JUNE 30, 2021

NOTE 1 **BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Northern Human Services, Inc. under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Northern Human Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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

NOTE 3 **INDIRECT COST RATE**

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

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CERTIFIED PUBLIC ACCOUNTANTS
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STRATHAM

NORTHERN HUMAN SERVICES, INC.

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 1, 2022.

Internal Control Over Financial Reporting

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

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

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2021-001 that we consider to be a material weakness.

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Compliance and Other Matters

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

Northern Human Services, Inc.'s Response to Findings

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

Purpose of this Report

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

Leone, McDonnell & Roberts
Professional Association

March 1, 2022
North Conway, New Hampshire

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NORTHERN HUMAN SERVICES, INC.

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

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

Report on Compliance for Each Major Federal Program

We have audited Northern Human Services, Inc.'s (a New Hampshire nonprofit organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Northern Human Services, Inc.'s major federal programs for the year ended June 30, 2021. Northern Human Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditors' Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, Northern Human Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

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Report on Internal Control Over Compliance

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

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

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

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

Leone, McDonnell & Roberts
Professional Association

March 1, 2022
North Conway, New Hampshire

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Northern Human Services, Inc. were prepared in accordance with GAAP.

2. One material weakness disclosed during the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.*

3. No instances of noncompliance material to the financial statements of Northern Human Services, Inc. which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance.* No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Northern Human Services, Inc. expresses an unmodified opinion on all major federal programs.

6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.

7. The program tested as a major program was: U.S. Department of the Treasury; Coronavirus Relief Fund, ALN 21.019.

8. The threshold for distinguishing Type A and B programs was $750,000.

9. Northern Human Services, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

MATERIAL WEAKNESS

2021-001 - Reconciliation process and month end close

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

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

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

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

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

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

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

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

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

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NORTHERN HUMAN SERVICES, INC.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2021

MATERIAL WEAKNESS

2020-001 - Reconciliation process and month end close

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

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

Current Status: The finding was repeated during the year ended June 30, 2021. Subsequent to June 30, 2021, NHS completed catching up on all reconciliations, and these are now being completed timely.

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NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

			Office	Home	Term
Officers:	Madelene Costello, President				10.20 - 10.22
	Dorothy Borchers, Vice President				10.20 - 10.22
	James Salmon, Treasurer				10.17 - 10.23
Staff:	Suzanne Gaetjens-Oleson, CEO		447-3347		
	CFO TBD		447-3347		
	Susan Wiggin, CEO Assistant		447-3347		
	Kassie Eafrati, MH Reg Administrator		752-7404		
	Liz Charles, DD Reg Administrator		447-3347		
	The Mental Health Center	Donald Bazzell	752-7404		
	3 Twelfth St., Berlin 03570	Director of BH			
Term	Community Services Center	Lynn Johnson	752-1005		
Expires	69 Willard St., Berlin 03570	Director of DS			
'22	Margaret McClellan, [redacted]				6/01
'23	*Stephen Michaud, [redacted]				11/02
'23	*Dorothy Borchers, [redacted]				05/17
	The Mental Health Center	Valeda Cerasale	447-2111		
	25 W. Main St., Conway 03818	Director of BH			
	70 Bay St., Wolfeboro 03894		569-1884		
	New Horizons (also Tamworth)	Shanon Mason	356-6310		
	626 Eastman Rd., Ctr. Conway 03813	Director of DS			
'24	*Maddie Costello, [redacted]				9/06
'23	*Carrie Duran, [redacted]				1/17
'24	James Salmon, [redacted]				11/03
'24	Julie Bosak, [redacted]				11/21
	The Mental Health Center	Stacey Smith	237-4955		
	55 Colby St., Colebrook 03576	Director of BH			
	69 Brooklyn St., Groveton 03582		636-2555		
	Vershire Center	Lynn Johnson	237-5721		
	24 Depot Street, Colebrook, NH 03576	Director of DS			
'23	Georgia Caron, [redacted]				[5/08]
	White Mountain Mental Health	Amy Finkle	444-8501		
	29 Maple St., Box 599, Littleton 03561	Director of BH			
	Common Ground (also Littleton, Woodsville)	Mark Vincent	837-9547		
	24 Lancaster Rd., Whitefield 03584	Director of DS			
'23	Annette Carbonneau, [redacted]				11/20
'25	Paul J. Smith, [redacted]				5/22

Executive Committee: S. Michaud, M. McClellan, J. Salmon, M. Costello, D. Borchers, S. Gaetjens-Oleson
Finance Committee J. Salmon, M. McClellan, S. Michaud, D. Borchers, M. Costello, S. Gaetjens-Oleson
Program Committee: M. McClellan, M. Costello, G. Caron, C. Duran, L. Charles, K. Eafrati

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

IMPORTANT: Send updated listing to AG's Office / Fax to Provider Integrity (see Rose's 4.8.21 email in Outlook Inbox BOD)

Last revised: 12/19, 4/20, 5/20, 9/20, 10/20, 11/20, 2/21, 7/21, 8/21, 12/21, 1.19.22, 2.23.22, 3.16.22, 3.28.22

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Jaime-Rose Kelly

[redacted]

EDUCATION:

Springfield College
School of Professional and Continuing Studies
Mental Health Counseling
St. Johnsbury, Vermont
Master's Degree, Clinical Mental Health
August 2018

Liberty University
Lynchburg, Virginia
Master's Degree: Human Services Counseling: Crisis Response and Trauma
Graduated with Highest Academic Honors
May 14, 2016

Eastern Nazarene College
Quincy, Massachusetts
Bachelor of Art Degree: Psychology: Child and Adolescent Development
Graduated with High Academic Honors
May 2002

LICENSE/CERTIFICATION:

Licensed CLinical Mental Health Clinician #2307
Certified Clinical Trauma Professional

RELEVANT TRAININGS:

CALM
Suicide Prevention and Postvention
DBT
Beacon Trainings-21 Hours
De-escalation Skills
Motivational Interviewing
Trauma Trainings

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EXPERIENCE:

October 2022-present Northern Human Services *RR/MCT Clinical Supervisor* Richard Melillo, Director RR/MCT rmelillo@northernhs.org	September 2018-present Northern Human Services *LRH Hospital Contract Clinician* Amy Finkle, Director Behavioral Health afinkle@northernhs.org Jody Brusseau, LRH Director of CM jbrusseau@lrhcares.org
July 2017-present Northern Human Services *Emergency Services Clinician* *Licensed Clinician 2020* Suzanne Gaetjens-Oleson, Clinical Supervisor sgaetjens@northernhs.org	May 2017-August 2018 Northern Human Services *Clinical Intern* Erin Bell, Supervisor
May 2012-October 2018 per diem 2018-present Chef Joe's Catering *Server/Waitress* Joe and Nancy Peterson 603-823-8589	March 2012-December 2015 Kelly's Video Littleton, New Hampshire *Co-owner* Mike and Jaime-Rose Kelly 603-443-0973
January 2005-February 2012 At-home Daycare Littleton, New Hampshire *Self-employed daycare provider* Jaime-Rose Kelly	September 2007-January 2018 *Homeschool Educator* Littleton, New Hampshire Jaime-Rose Kelly [redacted]
July 2002-December 2004 White Mountain Mental Health Agency Littleton, New Hampshire	April 2000-July 2002 South Shore Mental Health Quincy, MA *Case Manager*

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Children's Case Manager Suzanne Gaetjens-Oleson, Supervisor sgaetjens@nothernhs.org	Kristin Whitmore, Supervisor 1-781-249-4179

VOLUNTEER:

Good News Club Lakeway Elementary and Franconia Helper, 2012-2018 Jan Starring 603-444-2763	H.I.S. Homeschool Co-op Faith Bible Church Director, 2013-2018 Nick Deyoung 603-444-2763
Sex Trafficking Panel with Threads of Hope, and others Hosted by Faith Bible Church Coordinator Jaime-Rose Kelly, with Morgan Trahan August 25, 2016	NH Behavioral Response Team NH DHHS Volunteer, 2015-present Jennifer Schirmer jennifer.schirmer@dhhs.nh.gov
Lakeway Elementary School Parent Volunteer 2008-present	LHS/DBMS Principal Search Committee 11/2020-12/2020 Crusader Pride member 9/2020-present

PROFESSIONAL REFERENCES:

Suzanne Gaetjens-Oleson
Regional Mental Health Administrator, Northern Human Services
631-2719
sgaetjens@northern.org

Toni Garceau
Former Clinical Supervisor, Northern Human Services

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569-8206
tgarceau@northernhs.org

Amy Finkle
Director of Behavioral Health, NHS-White Mountain Mental Health
444-5358
afinkle@northernhs.org

Jody Brusseau
LRH Case Management/Utilization Review Manager
jbrusseau@lrhcares.org
603-444-9045

Malcolm Starring
Former Pastor, Faith Bible Church
[redacted]

PROFESSIONAL SKILLS:

Emergency Services
Hospital contract duties
Sexual Assault Response Team (SART)
Leadership Skills
Management Skills
Administrative Skills
Compassion
Listening Skills
Heart for justice ministries and missions
Member of American Christian Counselors Association, awarded by coursework completed in Summer 2015

HOBBIES:

Singing
Running
Reading
Hiking
Visiting elderly
Service, wherever needed

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Kassie Marie Eafrati
[redacted]
keafrati@northernhs.org

Education and Certifications
NH Certified Early Childhood Educator: Preschool through Third Grade
Certificate #104652 Expires 6/30/2022

Tufts University, Medford, MA September 2010-August 2011
Degree: M.A., Child Development

University of New England, Biddeford, ME September 2006-May 2010
Degree: B.A., Psychology with secondary focus on Sociology

Work Experience
12/2021-Present, Regional Mental Health Administrator, Northern Human Services

- Establish and oversee (which will be tracked locally in a shared) folder training programs for staff in Corporate Compliance, HIPAA and other applicable areas related to quality improvement and compliance
- Assists in budget and contract development and interprets information related to these processes
- Acts as liaison with State Bureaus providing funding to assure contract compliance
- Assumes responsibility for overseeing Corporate Compliance functions
- Assumes responsibility for overseeing Quality Improvement functions

1/2018-12/2021, Director of Behavioral Health, NHS Mental Health, Berlin, NH

- Oversight of all mental health programs offered through NHS in Berlin/Gorham region
- Manage several programs that span multiple locations including: Drug Treatment Court, Victim of Crimes Assistant, Infant Mental Health, Rapid Response Grant, Emergency Services
- Manage budget around 5 million per year
- Supervise four program directors with staff totaling 60+ employees
- Manage contracts with local communities and organizations
- Manage grants from state, federal, and anonymous funders

03/2016-01/2018, Infant/Early Childhood Mental Health Program Director, NHS Mental Health, Berlin, NH

- Carry a small caseload and complete all responsibilities as a children's mental health case manager and functional support specialist
- Complete all administrative responsibilities as program director, including data collection and writing the grant report
- Promote program to community and continue to be an active member of several community programs, boards, and projects
- Work as a consultant to help provide children with the best quality of care from child care centers in Coos County

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11/2015-01/2018, Program Consultant, Preschool Technical Assistant Network, Bedford, NH

- Obtain and maintain CDB Early Childhood Master Professional: Program Consultant-expires 11/23/218.
- Participate in Trauma Informed Early Childhood Services (TIECS) initial training and monthly reflective practice calls to provide (TIECS) informed consultations
- Work collaboratively with child care centers reaching out for various types of consultations (classroom, individual children, teacher, etc.)
- Collaborate with other agencies in consultation with child care centers including schools, mental health, early supports, family resource center, etc.

07/12-Present, NH Certified Early Childhood Educator, NHS Family Centered Early Supports and Services, Conway, NH

- Complete intake, evaluation, determine eligibility, complete IFSP and provide direct services as well as service coordination and case management
- Work as a part of several teams: DCYF, SAU special education teams, infant mental health, primary care physicians and specialists, contractors providing early intervention, SEE Change leadership team
- Transition children from early supports to special education, preschool, and/or other programs/services
- Create strong, working relationships with parents and caregivers
- Consult with child care providers

Related Experience

- Member of Community Partnership Network 2nd Leadership Cohort through Neil and Louise Tillotson Foundation
- Actively engaged in Coos Coalition leadership team and subcommittees focusing on maternal depression, parenting, professional development, and watch me grow

Professional Memberships/Certifications/Trainings

Board of Directors Member: NH Association of Infant Mental Health (President)
Coos County Child Advocacy Center (Secretary)
Great North Woods Community Foundation (Co-Chair)
Coos County Family Health Center (Vice President)
NH Children's Health Foundation

Certificates: Growing Great Kids Tiers 1-3 and Supervisor
Early Childhood and Family Mental Health Credential
NH Early Childhood Master Professional: Program Consultant
Mind in the Making Facilitator
Trauma Informed Early Childhood Services Highly Qualified Consultant
Positive Solutions for Families Facilitator

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RICHARD MELILLO

PROFILE

* A passionate, creative professional dedicated to helping individuals improve the quality of their lives and reach their true potential through education, counseling, and wellness training.

* A Proven leader experienced in program and curriculum development, instrumental in the start-up of two facilities dedicated to helping adolescents heal from their trauma and discover their potential.

* An experienced emotion management and violence prevention educator, counselor and author.

* A compassionate addiction counselor and program leader

* An entrepreneur of a successful counseling firm dedicated to stopping violence in the home, school workplace and community.

* A creative problem solver with experience in the development and implementation of innovative mental health and educational programs targeting the individual, and the community.

EXPERIENCE

INDIVIDUAL AND GROUP COUNSELING – 1999-PRESENT

Individual Outpatient Counselor, Northern Human Services : Conway, NH. 2020 - present

PT / Wellness Coach, Town Sports International; Lynnfield, MA - 2014 - 2020

Individual Outpatient Counselor, Family Continuity; Peabody, MA - 2019 - 2020

Guidance Counselor, Hollis Brookline School District; Hollis NH - 1999-2010

Owner / Group Counselor, Violence Prevention Consulting; Lawrence Ma - 1999 - 2011

TEACHING/CURRICULUM DEVELOPMENT – 2006-PRESENT

Adjunct Faculty, Mass College of Pharmacy; Boston Ma - 2017 - Present

Adjunct Faculty, Southern NH University; Manchester NH - 2018 - Present

Adjunct Faculty, Rivier University; Nashua NH 2006- 2011

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RICHARD MELILLO

ADMINISTRATOR / PROGRAM DIRECTOR – 1992 2014

Program Director, Casa Pacifica Adolescent Residential Facility; Ventura CA - 1994- 1996

Program Director, Solstice Adolescent Residential Facility; Rowley, MA - 2010 - 2011

Program Director / Principal, Independence Academy; Brockton, MA - 2011 -2014

PROFESSIONAL ACCOMPLISHMENTS – 1994 - PRESENT

Hired as part of a four person team to open and operate Ventura County's first adolescent residential treatment program. Successfully opened and operated one of Massachusetts four Addiction Recovery High School. Proposed and taught the first Positive Psychology course at Rivier University. Owned and operated a company that provided anger management and sex offender treatment to court ordered clients from Massachusetts Department of Probation and Parole. Successfully counseled numerous adolescents and adults who were struggling with mental health, behavioral and addiction issues.

EDUCATION

Rivier University; C.A.G.S. School Administration 2010

Antioch New England Graduate School; M. A. Counseling Psychology 1999

Emerson College; B.A. Mass Communications

SKILLS/ CERTIFICATION

Massachusetts Certified Guidance Counselor and School Administrator, Experienced in addiction treatment , Trained in Trauma Informed Model of Care, Certified Anger Management and Domestic Violence Counselor, Experienced in sex offender relapse prevention model of treatment . Professional Assault Response Trainer (Expired).

REFERENCES

Upon Request

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Northern Human Services

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Kassie Eafrati	MH Regional Administrator	$ 8,200.00
Richard Melillo	Director RR/MCT	$ 60,000.20
Jaime-Rose Kelly	Clinical Supervisor RR/MCT	$ 17,784.16

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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

July 27, 2021

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

REQUESTED ACTION

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

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

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

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

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

See attached fiscal details.

EXPLANATION

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

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

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

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

The Department continues to monitor contracted services by:

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

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

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

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

Lori A. Shibinette
Commissioner

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Fiscal Details for Rapid Response Contracts

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

Fiscal Details for Rapid Response Contracts

			Subtotal	173,195.00	-	173,195.00

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

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

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

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

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

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

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

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

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

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

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

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

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

   May 31, 2022.

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

   $454,235.

3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:

   3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

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

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

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

   4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

      4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

      4.2 Ensure timesheets and/or time cards support the hours employees worked for wages reported under this contract, pursuant to 45 CFR Part 75.430(i)(1) Charges to Federal, which indicates awards for salaries and wages must be based on records that accurately reflect the work performed.

      4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

      4.4. Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

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

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

State of New Hampshire
Department of Health and Human Services

7/30/2021
Date

DocuSigned by:
Katja Fox
ED9D05B04C63442
Name: Katja Fox
Title: Director

Northern Human Services

7/29/2021
Date

DocuSigned by:
Madelene Costello
D3A0F40D02E04DF
Name: Madelene Costello
Title: Board President

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

OFFICE OF THE ATTORNEY GENERAL

7/30/2021
Date

DocuSigned by:
Takhmina Rakhmatova
FDE521C625C34AC...
Name: Takhmina Rakhmatova
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

June 24, 2020

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

INFORMATIONAL ITEM

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

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

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

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

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

EXPLANATION

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

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

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

The Department will monitor contracted services by:

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

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- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

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

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

for

Lori A. Shibinette
Commissioner

DocuSign Envelope ID: 588143EA-96B8-4EB8-B3CB-2EF8611BE3FB

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

Contractor Initials EJ
Date 6.4.20

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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.

Contractor Initials EJ

Date 6.4.20

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials EJ

Date 6.4.20

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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.

Contractor Initials FJ

Date 6.4.20

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EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of work

1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:

1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);

1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and

1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.

1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:

1.2.1. Individuals who are not covered by public or commercial health insurance programs;

1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.

1.3. For the purposes of this Agreement, all references to days shall mean calendar days.

1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region One (1).

1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:

1.5.1. Applicable federal and state law, including administrative rules and regulations;

1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and

1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:

1.5.3.1. Hire additional staff as described in Section 2, Staffing.

1.5.3.2. Train additional staff as described in Subsection 2.2.

1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.

1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:

1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;

1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and

1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.

1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.

1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.

1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."

1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.

1.11. The Contractor shall provide crisis services and interventions by:

1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;

1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;

1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;

1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;

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1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.

1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:

1.12.1. Assertive community treatment;

1.12.2. Supported employment;

1.12.3. Illness management and recovery;

1.12.4. Therapeutic behavioral services;

1.12.5. Family support; and

1.12.6. Medication management.

1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:

1.13.1. Modular Approach to Therapy for Children (MATCH);

1.13.2. Trauma-focused cognitive behavioral therapy; and

1.13.3. Supported employment for individuals for whom it is developmentally appropriate.

1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:

1.14.1. Evaluations;

1.14.2. Withdrawal management;

1.14.3. Outpatient counseling;

1.14.4. Residential services; and

1.14.5. Recovery supports.

1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:

1.15.1. Medication Assisted Treatment (MAT);

1.15.2. Cognitive Behavioral Therapy (CBT);

1.15.3. Motivational Enhancement Therapy (MET);

1.15.4. Seeking Safety;

1.15.5. The Seven Challenges; and

1.15.6. Brief strategic family therapy.

1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:

1.16.1. Identifying providers;

1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services;

1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources; and

1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.

1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.

1.19. In Community Mental Health Region One (1), the Contractor, in collaboration *with the Department, shall:*

1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and

1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.

1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.

2.2. The Contractor shall ensure that Contractor staff receive training on:

2.2.1. New Hampshire Rapid Response goals and objectives;

2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;

2.2.3. Guideline-based crisis intervention;

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2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and

2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.

2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:

2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.

2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).

2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.

2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.

2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.

2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.

2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.

2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.

2.3.5 If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.

2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

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

3. Performance Measures and Data Reporting

3.1. *The Contractor agrees* to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.

3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.

3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.

3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process *upon admission*, at the six-month mark of receiving services and upon discharge from crisis and emergency services.

3.4.1. The Contractor shall provide a $20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.

3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.

3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.

3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.

3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.

3.7. The Contractor may utilize funding in this Agreement designated for data

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

4. Exhibits incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

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

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

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5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

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

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EXHIBIT C

Payment Terms

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

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

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

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

3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.

4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

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

4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.

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

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

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7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

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

12. Audits

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

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

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

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

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

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

12.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:

12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.

12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.

12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.

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

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials EJ
Date 6.4.20

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Vendor Name: Northern Human Services

June 4, 2020
Date

Name: Eric Johnson
Title: CEO

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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: Northern Human Services

June 4, 2020
Date

Name: Eric Johnson
Title: CEO

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Northern Human Services

June 4, 2020
Date

Name: Eric Johnson
Title: CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Vendor Name: Northern Human Services

June 4, 2020
Date

Name: Eric Johnson
Title: CEO

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Northern Human Services

June 4, 2020
Date

Name: Eric Johnson
Title: CEO

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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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

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

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

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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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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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	Northern Human Services
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Tappan	Eric Johnson
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	CEO
Title of Authorized Representative	Title of Authorized Representative
6-5-2020	June 4, 2020
Date	Date

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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: Northern Human Services

June 4, 2020
Date

Name: Eric Johnson
Title: CEO

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FORM A

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

1. The DUNS number for your entity is: 073973059

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security *Incident" in section two (2) of NIST Publication* 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and *scope of security that is not less than the level and* scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020, (Informational Item T), as amended on August 18, 2021, (Item #34), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

   May 31, 2023

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

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

State of New Hampshire
Department of Health and Human Services

4/15/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

West Central Services, Inc.

4/14/2022
Date

DocuSigned by:
Roger Osmun
0ABDB54CB432473...
Name: Roger Osmun
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/15/2022
Date

DocuSigned by:
Robyn Guarino
74873484404148D...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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: **0005743948**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2022.

William M. Gardner
Secretary of State

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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: **0005743938**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2022.

William M. Gardner

Secretary of State

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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: March 28, 2022

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 March 28, 2022.

By Douglas Williamson

(Notary Public/Justice of the Peace)

Commission Expires: August 2, 2022

Rev. 09/23/19

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/04/2021

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 MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN102105463--gaup-21-22	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED West Central Services, Inc dba West Central Behavioral Health 85 Mechanic St., Suite C2-1 Box A-10 Lebanon, NH 03766	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Capitol Specialty Insurance Corporation — 10328 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-010893543-06 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			HS02726188-06	11/01/2021	11/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						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	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Evidence of Coverage

CERTIFICATE HOLDER

Department of Health and Human Services,
State of New Hampshire,
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

Marsh USA Inc.

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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.

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

PRODUCER	CONTACT NAME: Mariana Sousa
Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: msousa@hayscompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Technology Insurance Company, Inc.	42376
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
West Central Behavioral Health
9 Hanover Street, Suite 2
Lebanon NH 03766

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

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

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

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
James Hays/GSCHIC

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WEST CENTRAL
BEHAVIORAL HEALTH
Adult | Child | Family

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.

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

FINANCIAL STATEMENTS

June 30, 2021

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West Central Services, Inc.
d/b/a West Central Behavioral Health
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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 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.

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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.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 21, 2021

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West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	2021	2020
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	4,451,796	3,707,549
PROPERTY & EQUIPMENT, NET	610,970	641,691
OTHER ASSETS		
Investment in Behavioral Information Systems	114,876	109,149
Deposits	26,880	31,880
TOTAL OTHER ASSETS	141,756	141,029
TOTAL ASSETS	$ 5,204,522	$ 4,490,269

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	676,432	1,004,688
LONG-TERM DEBT, less current portion	543,715	1,324,355
TOTAL LIABILITIES	1,220,147	2,329,043
NET ASSETS		
Net Assets without donor restrictions	3,852,679	2,161,226
Net Assets with donor restrictions	131,696	-
TOTAL NET ASSETS	3,984,375	2,161,226
TOTAL LIABILITIES AND NET ASSETS	$ 5,204,522	$ 4,490,269

See Accompanying Notes to Financial Statements.

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West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

	2021			
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	Total	2020
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	497,339
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	3,060,851	-	3,060,851	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.

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West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	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	1,062,132	881,547
CASH FLOWS FROM INVESTING ACTIVITIES		
Loss on disposal of assets	13,028	-
Purchase of property and equipment	(67,146)	(117,679)
Investment activity, net	(552,955)	(41,560)
NET CASH (USED) BY INVESTING ACTIVITIES	(607,073)	(159,239)
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	(400)	(33,600)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	(400)	911,638
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	$ 9	$ 955

See Accompanying Notes to Financial Statements.

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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.

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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.

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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.

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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.

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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	1,098,785
Financial assets available within one year for general expenditures	$ 4,242,184

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:

	2021	2020
ACCOUNTS RECEIVABLE - TRADE		
Medicaid	$ 255,344	$ 246,387
Medicare	40,897	83,923
Third party insurance companies	171,130	156,675
Clients	96,069	54,079
	563,440	541,064
Allowance for doubtful accounts	(211,562)	(170,459)
	$ 351,878	$ 370,605

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NOTE 4 ACCOUNTS RECEIVABLE (continued)

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

	2021	2020
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	1,654	6,000
	$ 309,312	$ 543,872

NOTE 5 PROPERTY AND EQUIPMENT

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

	2021	2020
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	-	83,205
	1,639,509	1,613,712
Accumulated Depreciation	(1,028,539)	(972,021)
NET BOOK VALUE	$ 610,970	$ 641,691

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,:

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NOTE 6 INVESTMENTS (continued)

2021	Cost	Unrealized Gain (Loss)	Market Value
Equity Funds	$ 793,461	$ 305,324	$1,098,785

2020	Cost	Unrealized Gain (Loss)	Market Value
Equity Funds	$ 366,479	$ 179,351	$ 545,830

Investment income consisted of the following at June 30,:

	2021	2020
Interest and dividends	$ 15,396	$ 12,952
Realized gains	7,857	1,861
Unrealized gains	125,973	28,808
	$ 149,226	$ 43,621

	2021	2020
Investments in Behavioral Information Systems, LLC	$ 114,876	$ 109,149

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.

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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:

	2021	2020
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	1,200	6,549
	$ 229,628	$ 135,067

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NOTE 9 LONG-TERM DEBT

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

	2021	2020
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.	543,715	543,715
	543,715	1,817,415
Less: Current Portion	-	(493,060)
	$ 543,715	$ 1,324,355

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

Year Ending June 30,	Amount
2022	$ -
2023	-
2024	-
2025	-
2026	-
Thereafter	543,715
	$ 543,715

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.

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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:

	2021	2020
Due from clients	17 %	10 %
Insurance companies	30	29
Medicaid	46	45
Medicare	7	16
	100 %	100 %

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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:

Year Ending June 30,	Amount
2022	$ 400,198
2023	348,813
2024	353,760
2025	293,944
2026	293,156
	$ 1,689,871

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	8,553
	$ 131,696

The amounts above are temporarily restricted and the restricted net assets will become unrestricted once the restrictive purposes have been satisfied.

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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

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West Central Services, Inc. d/b/a West Central Behavioral Health
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2021

	Accounts Receivable, Beginning	Gross Fees	Contractual Allowances & Discounts	Cash Receipts	Accounts Receivable, Ending
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	83,923	968,916	(623,718)	(388,224)	40,897
TOTALS	$ 541,064	$ 10,243,773	$ (2,180,023)	$ (8,041,374)	$ 563,440

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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

	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	$ 127,471	$ 491,054	$ (497,330)	$ 121,195

Analysis of Receipts Date of Receipt Deposit Date	Amount
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
	$ 497,330

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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

	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	$ 53,900	$ 2,144	$ 47,402	$ 18,547	$ 3,383	$ 12,323	$ 11,806	$ -	$ 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	395,290
Other Insurance	480,234	-	480,234	167,037	-	224,336	3,769	9,078	186	54,081	-	21,747	477,368
Public Support - Other													
Local/County Gov't.	63,400	-	63,400	20,200	726	27,427	3,454	955	8,193	1,149	-	1,296	58,903
Donations/Contributions	441,211	-	441,211	138,712	3,963	175,676	31,706	11,890	43,595	15,853	-	19,816	855,962
Grants	660,078	-	660,078	148,464	2,820	314,951	18,193	98,930	47,521	9,209	-	19,990	497,339
Other Public Support	13,960	-	13,960	-	-	13,960	-	-	-	-	-	-	15,710
BBH													
Community Mental Health	491,054	-	491,054	3,312	119	9,835	225,567	250,475	1,344	189	-	213	377,128
Other BBH	550,592	-	550,592	54,966	-	16,221	29,870	171,113	-	4,860	-	273,562	560,264
Rental Incomes	159,021	-	159,021	4,891	-	-	-	-	154,130	-	-	-	160,027
Other Revenues	394,705	-	394,705	9,363	57	11,565	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	$ 487,167	$ 10,914,422

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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

	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	$ 506,042	$ 6,070,793	$ 1,633,041	$ 76,554	$ 1,907,107	$ 508,201	$ 534,862	$ 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	55,762	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	280,056	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	25,396	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	34,676	220,369	36,896	809,865
Other Utilities	82,117	-	82,117	13,552	1,075	15,857	4,200	1,896	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	50,046
Food	35,361	786	34,575	528	2	2,044	92	-	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	23,346
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	10,564	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	101,336
Insurance:													
General/Liability	169,281	-	169,281	51,766	1,973	48,540	14,025	7,406	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	296,478
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	219,631	10,189	215,172	73,792	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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WEST CENTRAL
BEHAVIORAL HEALTH
Adult | Child | Family

Board of Directors Members
Roster FY 2022

Douglas Williamson MD
Chair

William C. Torrey MD
Vice Chair

Anne Page
Secretary/Treasurer
Chair, Finance Committee

Brooke Adler
Director

Peter Bleyler
Director
Chair, Development and Community Relations Committee

Aimee Claiborne
Director

Lisa Cohen
Director

Kenneth Dolkart MD
Director

Robert Hansen
Director

Matthew Houde
Director

Brian Lombardo MD
Director

Brian Marsicovetere
Director

Sarah Rutter

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Chair, Quality Improvement Committee

Sheila Shulman
Chair, Governance Committee

Roger Osmun PHD
Ex-officio

Diane Roston MD
Ex-officio

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Robert E. Hutchinson III, BA

OBJECTIVE

To continue to take my life in a positive direction. To be able to continue to use my schooling and learning capability to promote a healthy therapeutic envionment for those in need. I will utilize strong teamwork skills alng with professional people skills to ensure sfety for others. Ihave a strong desire to help others in the most professional way posible.

PROFESSIONAL SKILLS

- Professional Therapeutic Skills
- Crisis Support Counselor
- Professional Inpatient Caretaker Skills/Residence Counselor Skills
- Expert People and Computer Skills

SUMMARY OF QUALIFICATIONS

- A powerful sense of safety, quality and well-being of those around
- Focused on the care of the patients
- Excellent crisis management/intervention skills
- Self-motivated people person

PROFESSIONAL EXPERIENCE

West Central Behavioral Health, Claremont, NH

6/19-Present **Emergency Services Clinician:** rapid response to all phone calls and face-to-face crisis intervention requests. Consult, triage, or actively participate in facilitating appropriate voluntary inpatient hospital admissions, partial hospital program referrals, conditional discharge revocations, and involuntary emergency admissions. Provide crisis stabilization follow-up for patients as necessary.

Habit OPCO, West Lebanon, NH

9/18-6/19 **Mental Health & Addictions Counselor:** Office-based mental health and addictions counseling focused on evidence based practices such as CBT and trauma focused care while providing wrap around and case management services. Professional attention to ethics, privacy and confidentiality.

Mountain View Counseling, Newport, NH

9/16-9/18 **Home Based Therapy Professional:** Work in home with at risk children, youth, and families providing personalized individual and group family therapy using various methodologies pertaining to mental health and substance use disorder. Professional standards of privacy and ethical excellence. Excellent communication and documentation skills

Lowell Treatment Center, Lowell, MA

4/16-9/16 **Mental Health Technician:** Worked with treatment team to provide a safe therapeutic inpatient setting for patients. Facilitated therapeutic group activities. Provided professional 1 on 1 care. Professional attitude with patients, families, and co-workers. Excellent communication skills. Proper handling and filing of all state and hospital documentation.

McLean Hospital, Belmont, MA

10/13-4/16 **Community Residence Counselor:** Providing professional support through coaching, positive attitude and action reinforcement to adolescents with mental illness, substance use and abuse. Professional crisis management skills. Acute attention to safety, ethical, and privacy standards.

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Easter Seals, Stratum, NH

5/12-10/13 **Direct Support Professional:** Duties include one on one/group supervision with individuals that have mental/physical disabilities. Assisting individuals in their daily living routines. Assess current mental and physical conditions daily and report appropriately. Coaching, mentoring and positive attitude reinforcement.

VOLUNTEERING

6/01-Present: Mentoring one on one and/or group situations with young adults and adults that are suffering from substance use and abuse.

EDUCATON

- Completed Associates Degree in L.A. w/Psych. Concentration: Nashua Community College **01/14**
- Completed B.A. in Psychology: Southern New Hampshire University **05/16**
- Completed MS CMHC; Southern New Hampshire University **09/19**
- Guest Lecturer: Intro to Psychology Class @ RVCC, **9/2018, 10/2018** and **11/2018**
- Practicum and Internship: Crisis Counselor, Stevens High School, Claremont, NH, **2017/2018 school year**

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Willard Metcalfe

Director of Emergency Services

Objective: To support individuals in need. To ensure that people who are less fortunate with less resources attain a better quality of life. To help all individuals reach their full potential in caring for their own needs.

Education

2007-2010 Master of Social Work, Springfield College, Springfield, MA
1989-1993 Bachelor of Science, College of St. Joseph, Rutland, VT

Experience

04/16-Current West Central Behavioral Health

Emergency Services Director

- Manage the day-to-day operations of the ES Division at West Central Services (WCS). We manage walk-in's for individuals in crisis, people who present at Valley Regional Hospital in crisis, conduct MH assessments, and facilitate either voluntary or involuntary hospitalizations to include both IEA's and CE revocations.
- Point person for Valley Regional Hospital for all psychiatric assessments through a contract with WCS.
- Supervise 2 individual ES clinicians and five Per Diem staff who assist with after hour's coverage.
- Completes on-call schedule for day time hours and after hour's for ES clinicians, Valley Regional Hospital, admin support staff, and the answering service.

Emergency Services Clinician

- Rapid response to all phone calls and face-to-face crisis intervention requests.
- Consult, triage, or active participate in facilitating appropriate Voluntary Inpatient Hospital Admissions, Partial Hospital Program referrals, Conditional Discharge Revocations, and Involuntary Emergency Admissions.
- Provide crisis stabilization follow-up for patients as necessary.

Clinician

- Caseload of roughly 30 individuals provided individual psychotherapy. Individuals with a range of diagnoses: post-traumatic stress disorder, borderline personality disorder, severe and persistent mental illness.

Community Involvement

2012-2015 School Board Director for the Rockingham School District and the Windham Northeast Supervisory Union (WNESU)

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Barbara Bishop

EDUCATION

September 1993- Master's in Business Administration, New Hampshire College Graduate School of Business, Manchester, NH (now Southern NH University)

December 1989- Bachelor of Arts Degree in Educational Psychology, Keene State College, Keene NH

Current Student- Southern New Hampshire University, Master's in Forensic Psychology

EXPERIENCE

April 2019 - Present

West Central Behavioral Health

Emergency Services Clinician – rapid response to all phone calls and face-to-face crisis intervention requests. Consult, triage, or actively participate in facilitating appropriate voluntary inpatient hospital admissions, partial hospital program referrals, conditional discharge revocations, and involuntary emergency admissions. Provide crisis stabilization follow-up for patients as necessary.

May 2019 to Present

State of New Hampshire, DHHS, NHEP

Employment Counselor Specialist- assists TANF recipients in barrier removal and finding stabilized employment or activities related to future employment such as training and education. Barrier removal includes activities such as addressing mental health, substance misuse, domestic or family violence, transportation and child care assistance.

2015- March, 2018

State of New Hampshire, DHHS, DCYF

Child Protective Service Worker III- assessment worker responsible for receiving screened in reports of abuse or neglect of children in a geographic area and performing investigative work to assess for safety and risk of children for abuse or neglect from caregivers. Core Academy graduate, May 2016.

2014-2015

Southwestern Community Services

Program Manager- Workplace Success Coordinator responsible for working with referrals of TANF population candidates to assist them with preparing for and pursuing work and educational programs to build their skill base to find employment. Duties include: assessment testing and monitoring, resume writing, skill building and management of volunteer responsibilities.

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2012-2014

HCRS, Springfield, Vermont

Residential Specialist- providing guidance and assistance with daily living skills and community interaction for adults and children with pervasive, complex mental health diagnoses. This included being certified to administer and monitor medications and being trained in de-escalation techniques.

2009 to 2011

Pathways of the River Valley, Claremont NH

Employee Resource Manager, Charlestown Area- Supervisor of 20+ direct reports providing services to developmentally disabled adults in a variety of settings. Specific duties include, but not limited to: scheduling 24/7 coverage at three residential programs and one day out program, monthly supervisory meetings for all direct reports, interviewing/screening of direct support candidates, coordination and implementation of ongoing training for staff.

HR Coordinator- Responsible for a volume of activities for the HR department including: hiring/background screening of all candidates, orientation and training of new employees, coordination of information for payroll processing, worker's compensation handling from filing through follow up, employee benefits coordination and enrollment and employee relations for the organization.

2008- 2009

Structal Bridge/A division of Canam Steel Corporation, Claremont NH

HR Manager- responsible for all HR functions for 100 + person plant location including, but not limited to: recruitment, candidate screening, staffing, Affirmative Action Plan writing, policy drafting and implementation, legal compliance, leaves of absence processing and approving, workers compensation processing and safety compliance. Also responsible for representing the company at any state or federal compliance hearings with the DOL, Employment Security or other agencies.

2006- 2008

The Home Depot- West Lebanon NH and Claremont NH

Store HR Manager- responsible for all recruitment, interviewing, background screening and other hiring activities for all store staff. Additionally, responsible for all training activities, performance management and government compliance.

2001- 2006

Girl Scouts of Swift Water Council- Bedford, NH

Director of HR- responsible for the management of all HR functions for a nonprofit organization with a staff of 50+ employees and a seasonal staff of an additional 300 serving most of New Hampshire and Vermont. Included in responsibilities were, budget management, orientation, legal compliance, interface with information for payroll purposes, all benefits contracting and administration. Additionally, responsible for Crisis and Risk planning, management of all workers

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compensation issues, secondary insurances and employee safety compliance. Recruitment responsibilities included international recruitment of seasonal camp staff and all camp positions (i.e. nursing, kitchen staff etc.)

1988- 2001

Osram Sylvania Inc- various positions including **HR Generalist, Customer Service Supervisor and Marketing Services Representative.**

Human Resources- worked as part of a team of HR professionals for a plant of 1,000 of which 700 were manufacturing employees and the others were various professionals including engineers, sales and marketing and production professionals. Responsibilities included; benefits management, wage surveying, staffing for both hourly and salaried positions, assistance with managing time off and attendance, assistance with manufacturing safety program implementation and monitoring, policy writing and administration and all HR functions for the plant.

Customer Service- started as a **Customer Service Representative** handling major aftermarket automotive accounts which included: order entry, expediting shipments, warehouse distribution management, recipient of the Customer Service Rep of the Year annual award. Promoted to **Marketing Services Rep** and handled supervisory skills and worked on major project in coordination with our Marketing Department. These included: Customer Satisfaction Surveys (construction and administration) problem resolution with shipping and receiving of all products to key customers, handling complex accounts such as International Automotive (Toyota, Honda, Mitsubishi, etc.), OEM Automotive (Ford, GM, and Chrysler), Electronic and continued support of Aftermarket Accounts. Also assisted with the implementation of Vendor Managed Inventory systems and EDI order systems. Promoted to **OEM/International Supervisor** of 16 direct and indirect reports within the department and at feeder locations including support of the forecasting of over 3000 different product types. Also, continued support of raw materials and shipping coordination and indirect support of raw materials vendor management. Responsible for annual reviews, feedback and training of direct reports to handle accounts efficiently.

Systems and Software Experience- include Windows and all office software programs- Microsoft Excel, Word, Publisher, Outlook, Access and PowerPoint as well as Lotus 123 and Lotus Notes. HRIS systems: Peoplesoft, ADP, Kronos, Selectrax, and Bridges. Also assisted with the development of new websites and updates to websites as needed.

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Heather Parliman

Clinical Secretary
Claremont, NH 03743
[redacted]

Highly organized secretary, knowledgeable about healthcare processes and administrative requirements. Qualified to deal with insurance documentation, update charts, data entry, manage business correspondence, transcription, scheduling appointments and other patient needs.

Work Experience

Clinical Secretary

West Central Behavioral Health - Claremont, NH
June 2016 to Present

Successfully scheduled patient appointments and placed reminder calls to ensure exceptional customer experience.
Located, checked in and pulled medical records for patient appointments and incomplete charts.
Carried out front office duties utilizing data entry skills in framework of medical database.
Managed master calendar and scheduled appointments for 20 providers based on optimal patient loads and clinician availability.
Answered phone calls and messages for medical facility, scheduling appointments and handling patient inquiries.
Frequently double-checked patient histories and current information while scheduling follow-ups and other appointments.
Organized paperwork such as charts and reports for office and patient needs.
Cover any of our five locations when necessary.
Opened and closed locations.
Transcription for Psychiatrist
Covered our Intake Department; answered the main line to the agency and set clients up with their initial appointments for services.
Work closely with providers regarding client needs.
Perform weekly urine drug screenings
Supply order for multiple locations
Data entry for grant work.
Process and release medical records upon request.

Adminstrative Assistant to Vice President

Claremont Savings Bank - Claremont, NH
July 2000 to February 2012

I began my career at CSB as a Teller I, then quickly advanced to Teller II, Teller III and Pro-Teller. I was then promoted to Customer Service Representative. Years later I was promoted to Assistant Branch Manager. And, my last position was Secretary to the Vice President. I was on several committees, I

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was involved in net-working after hours with other local businesses and I often was involved in charity work. I was in charge of the Intranet; a website used internally. I uploaded policies, procedures and pertinent information. I was also a Trainer for any new products or services we offered. I was in charge of creating a training program and training a staff of about 100. I also created procedures. I attended the New England School of Banking and have received numerous certificates for project management, managerial and customer relations.

Education

High School Diploma
Stevens High School - Claremont, NH
1993

Skills

- Secretarial (7 years)
- Customer Service (10+ years)
- Front Office (10+ years)
- Microsoft Word, Excel, Powerpoint, Outlook (10+ years)
- Calendar Management
- Transcription
- Medical Records
- Medical Scheduling

Certifications and Licenses

Certified at The New England School of Banking
September 2006 to Present

Customer Relations
September 2004 to Present

Project Management
June 2005 to Present

Additional Information

SKILLS Patient scheduling Billing and invoicing
Application assessments Direct patient care
Maintenance scheduling Application preparation
Data analysis Payment collection and
Customer service processing
Data entry Policy Development

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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.

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July 1998 - February 1999: Psychologist proving 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

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

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

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

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

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

TEACHING EXPERIENCE

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

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

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

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

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

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

Sp1ing, 1987: Teaching Assistant for two sections of Introductory Psychology at NIU.
Fall, 1986: Teaching Assistant for two sections of Introductory Psychology at NIU.

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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

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Key Personnel 8-2-21

[redacted]	[redacted]	Salary [redacted]	% [redacted]	
Barbara Bishop	Crisis Clinician	$48,251.00	20%	9,650.00
Heather Parliman	Clinical Secretary	$31,720.00	20%	6,344.00
Nancy Nowell	VP Clinical Services	$97,850.00	0%	0
Robert Hutchinson	Clinical Supervisor	$60,751.00	80%	48,600.00
Willard Metcalf	Director	$70,800.00	10%	7,080.00

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

July 27, 2021

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

REQUESTED ACTION

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

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

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

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

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

See attached fiscal details.

EXPLANATION

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

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

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

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

The Department continues to monitor contracted services by:

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

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

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

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

Lori A. Shibinette
Commissioner

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Fiscal Details for Rapid Response Contracts

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

Fiscal Details for Rapid Response Contracts

			Subtotal	173,195.00	-	173,195.00

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

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

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

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

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

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

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

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

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

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

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

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

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

   May 31, 2022.

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

   $454,235.

3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:

   3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

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

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

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

   4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

      4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

      4.2 Ensure timesheets and/or time cards support the hours employees worked for wages reported under this contract, pursuant to 45 CFR Part 75.430(i)(1) Charges to Federal, which indicates awards for salaries and wages must be based on records that accurately reflect the work performed.

      4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

      4.4. Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

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

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

State of New Hampshire
Department of Health and Human Services

8/4/2021
Date

DocuSigned by:
Katja Fox
ED9D05B04C63442...
Name: Katja Fox
Title: Director

West Central Services, Inc.

7/29/2021
Date

DocuSigned by:
Roger Osmun
0ABDB54CB432473...
Name: Roger Osmun
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

8/4/2021

Date

DocuSigned by:
Takhmina Rakhmatova
FDF521C625C34AC...

Name: Takhmina Rakhmatova
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 72B066E7-C369-4E03-AFBE-A581411C5F28

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

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

June 24, 2020

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

INFORMATIONAL ITEM

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

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

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The Mental Health Center of Southern New Hampshire	174116	Derry, Region 10	$173,195
		Total:	**$1,731,950**

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

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

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

EXPLANATION

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

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

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

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- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

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

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

Lori A. Shibinette
Commissioner

DocuSign Envelope ID: 72B066E7-C369-4E03-AFBE-A581411C5F28

Subject: Rapid Response (SS-2020-DBH-07-RAPID-02)

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

AGREEMENT

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

GENERAL PROVISIONS

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.		1.4 Contractor Address 9 Hanover St. Suite 2 Lebanon, NH 03766	
1.5 Contractor Phone Number (603) 448-0126	1.6 Account Number 05-095-092-922010-19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation $173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Roger W. Osmun, PhD Date: 6/3/20		1.12 Name and Title of Contractor Signatory Roger W. Osmun, PhD President/CEO	
1.13 State Agency Signature Date: 6.5.2020		1.14 Name and Title of State Agency Signatory Associate Commissioner Christie Tappan	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Catherine Pinos		On: 06/17/20	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials RWO
Date 6/3/20

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials RWO
Date 4/3/20

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials RWO

Date 4/3/20

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials RWO
Date 4/3/20

New Hampshire Department of Health and Human Services
Rapid Response

EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of work

1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:

1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);

1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and

1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.

1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:

1.2.1. Individuals who are not covered by public or commercial health insurance programs;

1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.

1.3. For the purposes of this Agreement, all references to days shall mean calendar days.

1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Two (2).

1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:

1.5.1. Applicable federal and state law, including administrative rules and regulations;

1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and

1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:

1.5.3.1. Hire additional staff as described in Section 2, Staffing.

1.5.3.2. Train additional staff as described in Subsection 2.2.

1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in subsection 1.8.

1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:

1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;

1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and

1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.

1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.

1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.

1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."

1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.

1.11. The Contractor shall provide crisis services and interventions by:

1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;

1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;

1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;

1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;

1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.

1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:

1.12.1. Assertive community treatment;

1.12.2. Supported employment;

1.12.3. Illness management and recovery;

1.12.4. Therapeutic behavioral services;

1.12.5. Family support; and

1.12.6. Medication management.

1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:

1.13.1. Modular Approach to Therapy for Children (MATCH);

1.13.2. Trauma-focused cognitive behavioral therapy; and

1.13.3. Supported employment for individuals for whom it is developmentally appropriate.

1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:

1.14.1. Evaluations;

1.14.2. Withdrawal management;

1.14.3. Outpatient counseling;

1.14.4. Residential services; and

1.14.5. Recovery supports.

1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:

1.15.1. Medication Assisted Treatment (MAT);

1.15.2. Cognitive Behavioral Therapy (CBT);

1.15.3. Motivational Enhancement Therapy (MET);

1.15.4. Seeking Safety;

1.15.5. The Seven Challenges; and

1.15.6. Brief strategic family therapy.

1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:

1.16.1. Identifying providers;

1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and

1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.

1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.

1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.

1.19. In Community Mental Health Region Two (2), the Contractor, in collaboration with the Department, shall:

1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and

1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.

1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.

2.2. The Contractor shall ensure that Contractor staff receive training on:

2.2.1. New Hampshire Rapid Response goals and objectives;

2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;

2.2.3. Guideline-based crisis intervention;

2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and

2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.

2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:

2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.

2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).

2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.

2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.

2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.

2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.

2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.

2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.

2.3.5 If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.

2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

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

3. Performance Measures and Data Reporting

3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.

3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.

3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.

3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.

3.4.1. The Contractor shall provide a $20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.

3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.

3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.

3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.

3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.

3.7. The Contractor may utilize funding in this Agreement designated for data

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

4. Exhibits incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

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

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:

   1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.

2. For the purposes of this Agreement:

   2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.

   2.2. The Indirect Cost Rate of 10.00% applies in accordance with 2 CFR §200.414.

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

3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

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

3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:

3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.

3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served

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

3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.

4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

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

4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.

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

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

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

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

12.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:

12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.

12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.

12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

Place of Performance (street address, city, county, state, zip code) (list each location)
Substance Use Services - 251 Elm Street, Claremont, Sullivan County, NH 03743
Newport Child and Family Services - 71 Belknap Avenue, Newport, Sullivan County, NH 03773
Claremont Adult Services - 52 West Pleasant Street, Claremont, Sullivan County, NH 03743
Lebanon Adult, Child and Family Services - 85 Mechanic Street, Lebanon, Grafton County, NH 03766
Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:
West Central Services, Inc.

4/3/20
Date

Roger W. Osmun, PhD
Name: Roger W Osmun, PhD
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:
West Central Services, Inc.

6/3/20
Date

Roger W. Osmun, PhD
Name: Roger W. Osmun, PhD
Title: President/CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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.

Vendor Name:
West Central Services, Inc.

4/3/20
Date

Roger W. Osmun, PhD
Name: Roger Osmun, PhD
Title: President/CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Vendor Name:
West Central Services, Inc.

4/3/20
Date

Name: Roger W. Osmun, PhD
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:
West Central Services, Inc.

4/3/20
Date

Roger W. Osmun, PhD
Name: Roger W. Osmun, PhD
Title: President/CEO

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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	West Central Services, Inc.
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	Roger W. Osmun Name of Authorized Representative
Associate Commissioner	President/CEO
Title of Authorized Representative	Title of Authorized Representative
6-5-2020	6/3/20
Date	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:
West Central Services, Inc.

4/3/20
Date

Roger W. Osmun, PhD
Name: Roger W. Osmun, PhD
Title: President/CEO

FORM A

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

1. The DUNS number for your entity is: 150883403

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020, (Informational Item T), as amended on August 18, 2021, (Item #34), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

   May 31, 2023

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

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

State of New Hampshire
Department of Health and Human Services

4/15/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63443...
Name: Katja S. Fox
Title: Director

Riverbend Community Mental Health, Inc.

4/14/2022
Date

DocuSigned by:
Lisa K. Madden
63968E16800E4CC...
Name: Lisa K. Madden
Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/15/2022
Date

DocuSigned by:
Robyn Guarino
748734344941480...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVERBEND COMMUNITY MENTAL HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 1966. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62509**

Certificate Number: **0005744143**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2022.

William M. Gardner

Secretary of State

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CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, hereby certify that:

1. I am a duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on February 24, 2022, at which a quorum of the Directors/shareholders were present and voting.

   VOTE: That the President and/or Treasurer is duly authorized on behalf of Riverbend Community Mental Health, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

4. Lisa K. Madden is duly elected President & CEO of the Corporation.

Dated: March 28, 2022

Andrea D Beaudoin

Signature of Elected Officer
Name: Andrea D. Beaudoin
Title: Assistant Board Secretary

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RIVERCOM12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2021

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

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

PRODUCER	CONTACT NAME: Linda Jaeger, CIC	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS: linda.jaeger@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURED Riverbend Community Mental Health Inc. 278 Pleasant Street Concord, NH 03301	INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:			PHPK2331228	10/01/2021	10/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X]			PHPK2331227	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $10K			PHUB787070	10/01/2021	10/01/2022	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		HCHS20220000047 HCHS20220000049 3A States: NH	01/01/2022 01/01/2022	01/01/2023 01/01/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liability			PHPK2331228	10/01/2021	10/01/2022	$1,000,000 Ea. Incident $3,000,000 Aggregate	

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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RIVERBEND
COMMUNITY MENTAL HEALTH, INC.

Mission

We care for the behavioral health of our community.

Vision

- *We provide responsive, accessible, and effective mental health services.*
- *We seek to sustain mental health and promote wellness.*
- *We work as partners with consumers and families.*
- *We view recovery and resiliency as an on-going process in which choice, education, advocacy, and hope are key elements.*
- *We are fiscally prudent and work to ensure that necessary resources are available to support our work, now and in the future.*

Values

- *We value diversity and see it as essential to our success.*
- *We value staff and their outstanding commitment and compassion for those we serve.*
- *We value quality and strive to continuously improve our services by incorporating feedback from consumers, families and community stakeholders.*
- *We value community partnerships as a way to increase connections and resources that help consumers and families achieve their goals.*

Revised 8-23-07

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Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2021

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Riverbend Community Mental Health, Inc.
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June 30, 2021

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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2021 and 2020, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Riverbend Community Mental Health, Inc. as of June 30, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues, schedule of functional expenses, analysis of BBH revenues, receipts and receivables, and analysis of client service fees on Pages 18 through 21 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Matters

Other Information

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

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Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 23, 2021, on our consideration of Riverbend Community Mental Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Riverbend Community Mental Health, Inc.'s internal control over financial reporting and compliance.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 23, 2021

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Riverbend Community Mental Health, Inc.
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	2021	2020
CURRENT ASSETS		
Cash and cash equivalents	$ 14,523,074	$ 8,821,845
Client service fees receivable, net	944,068	1,340,309
Other receivables	1,662,191	2,041,243
Investments	9,290,242	7,676,854
Prepaid expenses	174,204	158,782
Tenant security deposits	27,257	27,244
TOTAL CURRENT ASSETS	26,621,036	20,066,277
PROPERTY & EQUIPMENT, NET	11,136,269	11,930,491
OTHER ASSETS		
Investment in Behavioral Information Systems	109,099	109,099
TOTAL ASSETS	$ 37,866,404	$ 32,105,867

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 110,023	$ 170,683
Accrued expenses	1,049,309	1,050,813
Tenant security deposits	26,140	27,244
Accrued compensated absences	990,852	925,969
Current portion of long-term debt	253,357	242,475
Deferred revenue	7,512	10,936
TOTAL CURRENT LIABILITIES	2,437,193	2,428,120
LONG-TERM LIABILITIES		
Long-term debt, less current portion	7,005,549	12,278,876
Unamortized debt issuance costs	(197,077)	(222,971)
Long-term debt, net of unamortized debt issuance costs	6,808,472	12,055,905
Interest rate swap liability	283,844	486,672
TOTAL LONG-TERM LIABILITIES	7,092,316	12,542,577
NET ASSETS		
Net Assets without donor restrictions	25,181,789	14,515,692
Net Assets with donor restrictions	3,155,106	2,619,478
TOTAL NET ASSETS	28,336,895	17,135,170
TOTAL LIABILITIES AND NET ASSETS	$ 37,866,404	$ 32,105,867

See Accompanying Notes to Financial Statements.

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Riverbend Community Mental Health, Inc.
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

	2021			
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	All Funds	2020
PUBLIC SUPPORT AND REVENUES				
Public support -				
Federal	$ 814,256	$ -	$ 814,256	$ 2,776,396
State of New Hampshire -- BBH	3,233,066	-	3,233,066	1,887,912
In-kind donations	170,784	-	170,784	170,784
Contributions	107,515	12,050	119,565	174,980
Other	1,332,616	-	1,332,616	905,006
Total Public Support	5,658,237	12,050	5,670,287	5,915,078
Revenues -				
Client service fees, net of provision for bad debts	28,766,679	-	28,766,679	24,332,689
Other	4,049,036	-	4,049,036	5,498,640
Net assets released from restrictions	8,320	(8,320)	-	-
Total Revenues	32,824,035	(8,320)	32,815,715	29,831,329
TOTAL PUBLIC SUPPORT AND REVENUES	38,482,272	3,730	38,486,002	35,746,407
PROGRAM AND ADMINISTRATIVE EXPENSES				
Children and adolescents	5,416,903	-	5,416,903	5,282,195
Emergency services	1,338,609	-	1,338,609	1,030,095
Behavioral Crisis Treatment Ctr	1,448,814	-	1,448,814	1,504,620
ACT Team	1,535,887	-	1,535,887	1,582,224
Outpatient - Concord	5,219,249	-	5,219,249	4,834,709
Outpatient - Franklin	2,779,628	-	2,779,628	2,371,863
Multi-Service Team - Community Support Program	7,020,285	-	7,020,285	6,440,718
Mobile Crisis Team	1,798,522	-	1,798,522	2,003,129
Community Residence - Twitchell	1,122,608	-	1,122,608	973,232
Community Residence - Fellowship	549,409	-	549,409	548,445
Restorative Partial Hospital	1,866	-	1,866	410,899
Supportive Living - Community	1,510,700	-	1,510,700	1,335,925
Bridge Housing	105,971	-	105,971	-
Other Non-BBH	3,375,387	-	3,375,387	4,180,076
Administrative	908,076	-	908,076	1,998,798
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	34,131,914	-	34,131,914	34,496,928
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	4,350,358	3,730	4,354,088	1,249,479
OTHER INCOME				
PPP Loan Forgiveness	5,017,927	-	5,017,927	-
Investment Income	1,094,984	531,898	1,626,882	86,771
TOTAL OTHER INCOME	6,112,911	531,898	6,644,809	86,771
TOTAL INCREASE (DECREASE) IN NET ASSETS	10,463,269	535,628	10,998,897	1,336,250
NET ASSETS, BEGINNING OF YEAR	14,515,692	2,619,478	17,135,170	16,130,466
Change in fair value of interest rate swap	202,828	-	202,828	(331,546)
NET ASSETS, END OF YEAR	$ 25,181,789	$ 3,155,106	$ 28,336,895	$ 17,135,170

See Accompanying Notes to Financial Statements.

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Riverbend Community Mental Health, Inc.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ 10,998,897	$ 1,336,250
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,196,915	1,154,082
Unrealized (gain) loss on investments	958,071	(40,114)
PPP loan forgiveness	(5,017,927)	-
Changes in:		
Client service fee receivables	396,241	589,672
Other receivables	379,052	(611,182)
Prepaid expenses	(15,422)	(51,766)
Tenant security deposits	(1,117)	-
Accounts payable and accrued expenses	2,719	(81,186)
Deferred revenue	(3,424)	(16,426)
NET CASH PROVIDED BY OPERATING ACTIVITIES	8,894,005	2,279,330
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(376,799)	(714,094)
Investment activity, net	(2,571,459)	78,240
NET CASH USED BY INVESTING ACTIVITIES	(2,948,258)	(635,854)
CASH FLOWS FROM FINANCING ACTIVITIES		
PPP loan proceeds	-	5,017,927
Principal payments on long-term debt	(244,518)	(231,576)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	(244,518)	4,786,351
NET INCREASE IN CASH	5,701,229	6,429,827
CASH AT BEGINNING OF YEAR	8,821,845	2,392,018
CASH AT END OF YEAR	$ 14,523,074	$ 8,821,845
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	$ 244,599	$ 252,221

See Accompanying Notes to Financial Statements.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs. The organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). It operates in the Merrimack and Hillsborough counties of New Hampshire.

Income Taxes

Riverbend Community Mental Health, Inc., is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, it is exempt from income taxes on its exempt function income.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2018, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Related Organizations

Riverbend is an affiliate of Capital Region Health Care (CRHC). CRHC is a comprehensive healthcare service system consisting of one hospital, one visiting nurse association, real estate holding companies and a variety of physician service companies. The affiliation exists for the purpose of integrating and improving the delivery of healthcare services to the residents of the central New Hampshire area.

Penacook Assisted Living Facility (PALF) is managed by Riverbend. PALF is a 501(c)(3) organization and operates the "John H. Whitaker Place" assisted care community located in Penacook, New Hampshire.

Basis of Presentation

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

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

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

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

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

Property
Property is recorded at cost or, if donated, at fair market value at the date of donation. Depreciation is provided using both straight-line and accelerated methods, over the estimated useful lives of the assets.

Depreciation
The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight-line method. Estimated useful lives range from 3 to 40 years.

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

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

In-Kind Donations
Various public and private entities have donated facilities for Riverbend's operational use. The estimated fair value of such donated services is recorded as offsetting revenues and expenses in the accompanying statement of revenue support and expenses of general funds.

Revenue
Grant revenue received by Riverbend is deferred until the related services are provided.

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

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Policy for Evaluating Collectability of Accounts Receivable

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

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

Riverbend has recorded an estimate in the allowance for doubtful accounts of $1,141,701 and $1,545,038 as of June 30, 2021 and 2020, respectively. The allowance for doubtful accounts represents 55% and 54% of total accounts receivable as of June 30, 2021 and 2020, respectively.

Client Service Revenue

On July 1, 2020, Riverbend 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. Riverbend recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. Riverbend 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. Riverbend 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.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client service revenue (net of contractual allowances and provision for bad debts) recognized during the year ended June 30, 2021 totaled $28,766,679, of which $28,367,368 was revenue from third-party payors and $399,311 was revenue from self-pay clients.

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

New Hampshire Medicaid
Riverbend is reimbursed for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

New Hampshire Healthy Families
This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

Beacon Wellness
This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

Amerihealth
This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

State of New Hampshire
Riverbend is reimbursed for certain expenses through support from the State of New Hampshire general funds accounts. Assertive Continuous Treatment Teams (ACT) for both adults and children, Mobile Crisis Teams, Refugee Interpreter Services are such accounts.

Concord Hospital
Riverbend is reimbursed for certain projects through support from the Concord Hospital for behavioral health services rendered in the emergency room inpatient psychiatric unit and for general administrative services are all reimbursed on a contractual basis.

Approximately 86% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2021 and 2020, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation and change. As a result, it is possible that recorded estimates could change materially in the near term.

Interest Rate Swap Agreements
Riverbend has adopted professional accounting standards which require that derivative instruments be recorded at fair value and included in the statement of financial position as assets or liabilities. Riverbend uses interest rate swaps to manage risks related to interest rate movements. Interest rate swap contracts are reported at fair value. Riverbend's interest rate risk management strategy is to stabilize cash flow requirements by maintaining contracts to convert variable rate debt to a fixed rate.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Advertising
Advertising costs are expensed as incurred. Total costs were $150,251 and $105,856 at June 30, 2021 and 2020, respectively.

NOTE 2 CASH

At June 30, 2021 and 2020, the carrying amount of cash deposits was $14,550,331 and $8,849,089 and the bank balance was $14,725,805 and $8,960,504. Of the bank balance, $5,860,928 and $633,352 was covered by federal deposit insurance under written agreement between the bank and Riverbend, $7,258,906 and $8,325,265 was offset by debt, and the remaining $1,605,971 and $1,887 is uninsured.

NOTE 3 ACCOUNTS RECEIVABLE

	2021	2020
ACCOUNTS RECEIVABLE - TRADE		
Due from clients	$ 480,709	$ 549,835
Receivable from insurance companies	554,793	384,283
Medicaid receivable	868,095	1,592,141
Medicare receivable	182,149	352,906
Housing fees	23	6,182
	2,085,769	2,885,347
Allowance for doubtful accounts	(1,141,701)	(1,545,038)
	$ 944,068	$1,340,309

	2021	2020
ACCOUNTS RECEIVABLE - OTHER		
BBH	$ 874,290	$ 221,397
Concord Hospital	-	224,245
Federal Grants	451,811	609,751
Behavioral Information System - BIS	59,023	80,690
Merrimack County Drug Court	76,767	-
Beacon Health Options - MCO	-	292,525
MCO Directed Payments	137,199	488,022
State of NH - LTCSP	-	66,300
Due from Penacook Assisted Living Facility	12,866	13,545
Other	50,235	44,768
	$1,662,191	$2,041,243

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NOTE 4 INVESTMENTS

Riverbend has invested funds in various pooled funds with The Colony Group. The approximate breakdown of these investments are as follows at June 30,:

2021	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 179,254	$ -	$ 179,254
Corporate Bonds	2,039,624	(25,757)	2,013,867
Exchange Traded Funds	2,724,996	858,110	3,583,106
Equities	79,159	(5,099)	74,060
Mutual Funds	3,017,771	422,184	3,439,955
	$8,040,804	$1,249,438	$9,290,242

2020	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 433,019	$ -	$ 433,019
Corporate Bonds	410,571	(11,028)	399,543
Exchange Traded Funds	4,157,008	391,102	4,548,110
Equities	74,672	(13,490)	61,182
Mutual Funds	2,303,481	(68,481)	2,235,000
	$7,378,751	$ 298,103	$7,676,854

Investment income (losses) consisted of the following at June 30,:

	2021	2020
Interest and dividends	$ 191,809	$ 221,171
Realized gains (losses)	528,978	(50,750)
Unrealized gains (losses)	958,071	(40,114)
Fee expenses	(51,976)	(47,510)
Returns from BIS	-	3,974
TOTAL	$1,626,882	$ 86,771

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

NOTE 5 FAIR VALUE MEASUREMENTS (continued)

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 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	2021	2020
Land	$ 1,275,884	$ 1,275,884
Buildings	17,707,974	17,652,170
Leasehold Improvements	532,136	530,136
Furniture and Fixtures	4,204,035	3,962,983
Equipment	1,998,972	1,930,086
Software licenses	171,799	162,848
	25,890,800	25,514,107
Accumulated Depreciation	(14,754,531)	(13,583,616)
NET BOOK VALUE	$ 11,136,269	$11,930,491

NOTE 7 OTHER INVESTMENTS

Behavioral Information System
Riverbend entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the joint venture, Riverbend invested $52,350 for a 50% interest in Behavioral Information Systems (BIS).

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NOTE 7 OTHER INVESTMENTS (continued)

The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating income for the year has been reflected on the books of Riverbend.

During the years June 30, 2021 and 2020, Riverbend paid BIS $19,500 and $179,660, respectively, for software support and services.

Included in accounts receivable was $59,023 and $80,540 in amounts due from BIS at June 30, 2021 and 2020, respectively.

Included in accounts payable was $-0- and $12,762 in amounts due to BIS at June 30, 2021 and 2020, respectively.

NOTE 8 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30,:

	2021	2020
Mortgage payable, $1,200,000 note dated 6/10/19, secured by Pleasant St. property. Interest at 1.67%, annual principal and interest payments of $5,630 with a final balloon payment of $946,441 due June, 2029	$ 1,153,906	$ 1,178,424
Bond payable, TD Banknorth dated February 2003, interest at a fixed rate of 3.06% with annual debt service payments of varying amounts ranging from $55,000 in July 2004 to $375,000 in July 2034. Matures July 2034. The bond is subject to various financial covenant calculations.	2,885,000	3,045,000
Bond payable, NHHEFA dated September 2017, interest at a fixed rate of 1.11% through a swap agreement expiring 9/1/2028 annual debt service payments of varying amounts ranging from $55,000 in July 2017 to $475,000 in July 2038. Matures July 2038. The bond is subject to various financial covenant calculations.	3,220,000	3,280,000

NOTE 8 LONG-TERM DEBT (continued)

Note payable, TD Banknorth dated April 2020. PPP loan forgiven in FY 21.	-	5,017,927
	7,258,906	12,521,351
Less: Current Portion	(253,357)	(242,475)
Long-term Debt	7,005,549	12,278,876
Less: Unamortized debt issuance costs	(197,077)	(222,971)
	$ 6,808,472	$ 12,055,905

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

Year Ending June 30,	Amount
2022	$ 253,357
2023	264,272
2024	275,109
2025	286,295
2026	297,237
Thereafter	5,882,636
	$ 7,258,906

Riverbend has an irrevocable direct pay letter of credit which is associated with the 2008 bond. The letter of credit is for the favor of the Trustee of the bond for the benefit of the bond holders under the bond indenture dated September 1, 2017. The letter is for $3,395,000 and expires September 1, 2028.

NOTE 9 DEFERRED INCOME

	2021	2020
Concord Hospital/Dartmouth Hitchcock	$ 7,512	$ 10,936

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NOTE 10 LINE OF CREDIT

As of June 30, 2021, Riverbend had available a line of credit with an upper limit of $1,500,000. At that date no borrowings were outstanding against the line of credit. These funds are available with an interest rate equal to 1.5% above the Wall Street Journal Prime Rate with a minimum interest rate of 4%. This line of credit is secured by all accounts receivable of the company and is due on demand. The line of credit matures May 31, 2022.

NOTE 11 RELATED PARTY

Penacook Assisted Living Facility, Inc., an affiliate, owed Riverbend at year end.

The balance is comprised of the following at June 30,:

	2021	2020
Ongoing management and administrative services, recorded in other accounts receivable	$ 12,866	$ 12,302

Riverbend collected $105,251 and $110,539 for property management services, and $59,268 and $55,918 for contracted housekeeping services during the years ended June 30, 2021 and 2020, respectively.

NOTE 12 EMPLOYEE BENEFIT PLAN

Riverbend makes contributions to a 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the years ended June 30, 2021 and 2020, such contributions were $399,460 and $366,705, respectively.

NOTE 13 OPERATING LEASES

Riverbend leases operating facilities from various places. The future minimum lease payments are as follows:

Year Ending June 30,	Amount
2022	$ 122,722
2023	125,232
2024	92,142
2025	35,605
2026	32,459
	$ 408,160

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NOTE 13 OPERATING LEASES (cont'd)

Total rent expense for the years ended June 30, 2021 and 2020 was $128,258 and $138,092, respectively.

NOTE 14 LIQUIDITY

The following reflects Riverbend's financial assets available within one year of June 30, 2021 for general expenditures are as follows:

Cash and Cash Equivalents	$14,523,074
Accounts Receivable (net)	2,606,259
Investments	9,290,242
Financial assets, at year end	26,419,575
Less those unavailable for general expenditures within one year due to:	
Restricted by donor with time or purpose restrictions	(3,155,106)
Financial assets available within one year for general expenditures	$23,264,469

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

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

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

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions are restricted and summarized as follows as of June 30, 2021:

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NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

	2021		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	$ 144,835	$ -	$ 144,835
Capital Campaign Fund	-	2,863,868	2,863,868
Development Fund	146,403	-	146,403
	$ 291,238	$ 2,863,868	$ 3,155,106

	2020		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	$ 144,835	$ -	$ 144,835
Capital Campaign Fund	-	2,332,760	2,332,760
Development Fund	141,883	-	141,883
	$ 286,718	$ 2,332,760	$ 2,619,478

On December 28, 1978 the Jo Babcock Memorial Fund was established by Henry Frances Babcock of Belmont, MA, in memory of their daughter. Designated for the treatment of outpatients, in particular those who are unable to pay for services, the Babcock Fund, may also be used to purchase equipment for research or treatment.

The initial gift consisted of 250 shares of Merck stock, in street form. The stocks were subsequently sold. In 1979, the Babcock Family sent additional funds in the form of bonds, etc.

Capital Campaign Fund – *(Charles Schwab)*

In the spring of 2003, Riverbend Community Mental Health completed a campaign seeking to raise capital support from community leaders, families, friends, corporations, and foundations. The campaign was intended to identify urgent capital projects that could expand and improve services to a relatively underserved population of clients.

The overall campaign is also intended to provide new and improved facilities for the Riverbend community, and enhance the services provided to the patients at Riverbend Community Mental Health, Inc.

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

The Development Fund – *(Charles Schwab)*

The Development Fund consists of agreements with various corporations and foundations that specifically designate their contributions to be utilized for supporting program service expenses; funds are restricted in order for Riverbend to ensure that almost all of each individual contribution received can go toward supporting programs and initiatives that benefit the community.

Below is the breakdown of the restricted activity above for the year ending June 30, 2021:

	2021	2020
Investment Income	$ 216,777	$ 71,912
Unrealized gain (loss) on Investments	334,235	(32,028)
Investment Fees	(19,114)	(16,880)
Total Annuity Activity	531,898	23,004
New Grants	12,050	10,186
Net assets released from restrictions	(8,320)	(102,264)
Beginning Assets with Donor Restrictions	2,619,478	2,688,552
Ending Assets with Donor Restrictions	$ 3,155,106	$ 2,619,478

NOTE 16 RISKS & UNCERTAINTIES

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

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

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NOTE 16 RISKS & UNCERTAINTIES (cont'd)

On April 1, 2020, Riverbend successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective only for the period of July 1, 2020 through June 30, 2021, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

NOTE 17 PAYCHECK PROTECTION PROGRAM LOAN

Riverbend was granted a loan in the amount of $5,017,927 under the Paycheck Protection Program ("PPP") administered by the Small Business Administration ("SBA"). The loan was uncollateralized and was fully guaranteed by the Federal Government. Riverbend used the PPP loan proceeds for purposes consistent with the loan provisions and received forgiveness subsequent to year end. For the year ended June 30, 2021, Riverbend has recognized $5,017,927 as PPP Loan forgiveness in other income.

NOTE 18 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 23, 2021, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2021, have been incorporated into the financial statements herein.

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SUPPLEMENTARY INFORMATION

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Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2021, with
Comparative Totals for 2020

	2021 Total	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Restorative Partial Hospital	Choices, RCA, Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Multi-Service Team	Mobile Crisis Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	Bridge Housing	Other (Non-BBH)	2020
PROGRAM SERVICE FEES																	
Net Client Fees	$ 399,311	$ -	$ 399,311	$ 76,909	$ (11,834)	$ (19,971)	$ 5,120	$ 75,109	$ 28,844	$ 187,346	$ (11,961)	$ 24,735	$ 4,229	$ (10,325)	$ 403	$ 50,707	$ 457,571
HMO's	939,808	-	939,808	283,167	25,071	12,929	(66)	399,914	16,488	173,538	24,908	-	-	-	-	3,859	731,912
Blue Cross/Blue Shield	538,335	-	538,335	126,591	14,457	12,998	(539)	241,077	17,389	111,279	9,411	-	-	-	-	5,672	429,731
Medicaid	24,736,117	859,057	23,877,060	5,276,820	160,695	101,157	(4,951)	1,747,211	1,173,626	13,488,340	173,001	507,606	253,434	463,460	12,114	524,547	21,012,213
Medicare	706,987	4,738	702,249	71	557	1,483	(483)	194,563	22,133	489,836	(8,885)	(16)	-	752	-	2,238	729,129
Other Insurance	1,043,059	-	1,043,059	170,060	29,159	13,410	-	472,601	21,139	306,187	26,791	-	-	46	-	3,666	538,458
Other Program Fees	403,062	-	403,062	5,901	-	-	-	11,193	-	(888)	(7)	141,611	-	245,158	-	94	433,675
PROGRAM SALES																	
Service	4,049,036	-	4,049,036	-	1,089,922	-	-	1,619,397	-	5,000	20,000	-	-	-	-	1,314,717	5,498,640
PUBLIC SUPPORT																	
United Way	6,905	-	6,905	3,323	-	-	-	-	-	-	-	-	-	-	-	3,582	11,465
Local/County Gov't.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500
Donations/Contributions	119,565	10,250	109,315	13,607	-	-	-	-	-	4,383	2,500	-	-	-	-	88,825	174,980
Other Public Support	691,478	16,648	674,830	11,005	85,428	25,000	-	518,226	-	25,001	-	132	-	5,828	-	4,210	576,388
FEDERAL FUNDING																	
Other Federal Grants	632,742	-	632,742	-	-	-	-	-	-	-	-	-	-	-	-	632,742	2,738,162
PATH	181,514	5,400	176,114	-	-	-	-	-	-	-	-	-	-	38,234	-	137,880	38,234
IN-KIND DONATIONS	170,784	-	170,784	5,200	-	-	-	-	-	-	-	144,886	-	20,698	-	-	170,784
OTHER REVENUES	634,233	11,983	622,250	38,618	29,245	43,834	323	46,547	20,488	94,524	76,516	40,282	-	50,657	14	181,202	314,653
BBH	3,233,066	-	3,233,066	11,553	7,708	1,230,176	-	-	365,000	4,290	1,456,659	-	-	-	103,342	54,338	1,887,912
TOTAL PROGRAM REVENUES	$ 38,486,002	$ 908,076	$ 37,577,926	$ 6,022,825	$ 1,430,408	$ 1,421,016	$ (596)	$ 5,325,838	$ 1,665,107	$ 14,888,836	$ 1,768,933	$ 859,236	$ 257,663	$ 814,508	$ 115,873	$ 3,008,279	$ 35,746,407

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Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2021, with
Comparative Totals for 2020

	2021 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Restorative Partial Hospital	Choices, RCA, Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Mult-Service Team	Mobile Crisis Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	Bridge Housing	Other (Non-BBH)	2020
PERSONNEL COSTS																	
Salary &Wages	$ 22,287,895	$ 1,547,554	$ 20,740,341	$ 3,371,445	$ 926,915	$ 864,432	$ 961	$ 3,471,721	$ 996,986	$ 6,367,921	$ 1,232,987	$ 582,249	$ -	$ 822,872	$ 61,155	$ 2,040,697	$ 22,118,232
Employee Benefits	4,402,035	381,829	4,020,206	708,190	139,110	125,217	(69)	491,611	241,966	1,362,769	174,649	129,072	-	205,348	19,186	423,157	4,425,729
Payroll Taxes	1,488,152	103,027	1,385,125	245,065	55,520	53,929	496	218,353	47,392	433,754	82,597	42,819	-	52,348	4,634	148,218	1,472,693
PROFESSIONAL FEES																	
Substitute Staff	336,667	45,786	290,881	9,472	1,784	148,820	-	48,425	3,973	51,067	-	-	-	-	-	27,340	404,546
Accounting	45,600	45,600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	43,370
Legal Fees	35,147	35,147	-	-	-	-	-	-	-	-	-	-	-	-	-	-	86,998
Other Prof. Fees/Consul.	1,232,201	530,668	701,533	34,796	-	4,315	14	44,477	1,699	30,718	2,593	562	542,209	1,788	304	38,058	1,384,293
STAFF DEV. & TRAINING																	
Journals & Pub.	8,899	1,827	7,072	571	-	-	-	4,958	167	825	-	473	-	-	-	78	4,844
Conferences and Conv.	51,265	4,485	46,780	6,000	603	900	3	10,913	839	18,304	2,925	144	-	404	60	5,685	79,752
OCCUPANCY COSTS																	
Rent	156,335	85,850	70,485	28,391	-	-	-	13,710	884	22,909	-	-	-	-	-	4,591	166,169
Heating Costs	75,937	7,179	68,758	6,983	1,514	2,657	-	11,057	900	13,296	1,699	7,034	-	17,896	115	5,607	64,562
Other Utilities	222,120	28,101	194,019	22,320	4,478	7,860	(87)	33,562	5,275	42,108	5,027	17,082	-	34,606	859	20,929	205,592
Maintenance and Repairs	211,264	32,410	178,854	23,706	6,903	12,087	(1)	20,683	4,262	35,011	8,223	11,790	-	36,406	683	19,101	172,695
Taxes	14,531	-	14,531	-	-	-	-	-	-	-	-	-	-	14,531	-	-	29,216
Other Occupancy Costs	24,099	14,828	9,271	1,357	1,923	67	-	1,875	149	613	114	345	-	2,532	25	271	41,372
CONSUMABLE SUPPLIES																	
Office	363,166	112,776	250,390	41,542	5,106	9,355	129	32,830	12,868	74,819	16,999	8,432	-	11,788	1,500	35,022	417,041
Building/Household	105,329	8,069	97,260	13,024	1,881	3,404	71	7,432	2,870	16,998	12,223	17,499	-	15,382	545	5,931	94,557
Educational/Training	14,884	-	14,884	12,899	-	-	-	423	239	1,171	-	15	-	-	-	137	21,278
Food	34,019	3,322	30,697	1,151	127	1,175	-	2,804	217	2,835	5,865	13,581	-	1,780	34	1,128	75,139
Medical	117,141	4,046	113,095	1,858	268	1,189	6	28,817	1,227	6,052	1,325	1,531	-	3,632	226	66,964	232,232
ADVERTISING	150,252	102,321	47,931	8,302	1,125	4,351	-	5,704	2,406	13,889	3,432	1,358	-	2,101	288	4,975	105,856
PRINTING	16,077	7,789	8,288	1,700	306	611	-	1,344	181	3,015	189	108	-	221	106	507	38,301
TELEPHONE/ COMMUNICATIONS	366,969	67,500	299,469	49,134	32,978	10,916	37	49,464	9,232	72,421	19,938	14,845	-	15,272	1,147	24,085	369,736
POSTAGE/SHIPPING	30,419	5,304	25,115	4,565	767	1,270	33	2,476	879	9,219	1,400	561	-	1,571	488	1,886	24,708
TRANSPORTATION																	
Staff	249,351	48,033	201,318	40,427	334	38	-	3,704	27,617	116,433	725	828	-	6,175	968	4,069	338,377
Clients	17,298	1,949	15,349	2,857	20	618	98	1,566	49	660	1,483	1,528	-	5,325	-	1,145	29,204
INSURANCE																	
Malpractice and Bonding	185,684	24,523	161,161	18,106	8,856	16,383	-	17,914	6,999	31,025	23,936	2,479	-	4,205	373	30,885	179,542
Vehicles	15,380	7,162	8,218	2,125	-	-	-	-	-	810	-	3,285	-	1,998	-	-	14,913
Comp. Property & Liab.	27,191	4,258	22,933	4,944	568	996	-	4,323	728	5,418	753	129	-	3,478	103	1,493	23,273
INTEREST EXPENSE	244,599	71,314	173,285	68,961	1,987	3,641	-	66,883	2,515	-	2,772	-	-	14,492	-	12,034	252,221
IN-KIND EXPENSE	170,784	-	170,784	5,200	-	-	-	-	-	-	-	144,886	-	20,698	-	-	170,784
DEPRECIATION AND AMORTIZATION	1,196,915	542,619	654,296	151,974	18,333	36,325	-	117,667	17,469	129,789	24,611	10,856	-	68,631	2,062	76,579	1,154,082
EQUIPMENT MAINTENANCE	40,064	8,044	32,020	10,899	945	1,276	-	3,619	1,412	6,014	965	2,025	-	1,258	217	3,390	36,147
MEMBERSHIP DUES	54,864	50,508	4,356	1,110	750	-	-	1,238	25	1,123	-	110	-	-	-	-	44,393
OTHER EXPENDITURES	139,381	41,801	97,580	10,184	60	1,206	-	10,574	526	10,527	2,544	1,777	-	2,387	962	56,833	175,081
TOTAL EXPENSES	34,131,914	3,975,629	30,156,285	4,909,258	1,213,161	1,313,038	1,691	4,730,127	1,391,951	8,881,513	1,629,974	1,017,403	542,209	1,369,125	96,040	3,060,795	34,496,928
ADMIN ALLOCATION	-	(3,067,553)	3,067,553	507,645	125,448	135,776	175	489,122	143,936	918,400	168,548	105,205	7,200	141,575	9,931	314,592	-
TOTAL PROGRAM EXPENSES	34,131,914	908,076	33,223,838	5,416,903	1,338,609	1,448,814	1,866	5,219,249	1,535,887	9,799,913	1,798,522	1,122,608	549,409	1,510,700	105,971	3,375,387	34,496,928
SURPLUS/(DEFICIT)	$ 4,354,088	$ -	$ 4,354,088	$ 605,922	$ 91,799	$ (27,798)	$ (2,462)	$ 106,589	$ 129,220	$ 5,088,923	$ (29,589)	$ (263,372)	$ (291,746)	$ (696,192)	$ 9,902	$ (367,108)	$ 1,249,479

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Riverbend Community Mental Health, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2021

	Receivable From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable from BBH End of Year
Contract Year, June 30, 2021	$ 221,397	$ 3,233,066	$ (2,580,173)	$ 874,290

Analysis of Receipts:

BBH & Federal Fund Payments

07/13/20	$ 22,287	01/22/21	$ 116,475
07/23/20	114,483	02/08/21	139,014
07/23/20	121,524	03/15/21	47,264
07/27/20	61,778	03/18/21	17,855
08/17/20	111,463	03/18/21	16,958
08/31/20	5,000	03/18/21	16,263
09/02/20	129,659	03/18/21	15,794
09/18/20	3,358	03/19/21	5,000
09/18/20	6,636	03/19/21	135,327
09/21/20	20,423	03/19/21	111,007
11/16/20	10,674	04/02/21	608,081
11/17/20	45,420	04/28/21	28,754
11/17/20	111,911	04/28/21	92,298
11/17/20	37,305	04/28/21	132,740
11/17/20	239,409	04/30/21	13,838
11/24/20	8,775	04/30/21	25,184
12/07/20	83,985	04/30/21	7,431
12/07/20	47,271	04/30/21	24,701
01/04/21	95,662	06/23/21	19,047
01/04/21	102,160	06/23/21	97,432
01/05/21	8,838	06/23/21	4,586
01/22/21	16,870	06/23/21	7,708
01/22/21	19,612	06/23/21	113,161
01/22/21	15,760	06/23/21	5,000
01/22/21	17,919	06/23/21	3,830
		Less: Federal Monies	(682,754)
			$ 2,580,173

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Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2021

	Accounts Receivable, Beginning	Gross Fees	Contractual Allowances & Discounts	Cash Receipts	Accounts Receivable, Ending
Client fees	$ 549,835	$ 2,626,892	$ (1,186,486)	$ (1,509,532)	$ 480,709
Blue Cross/Blue Shield	93,057	867,748	(326,818)	(543,793)	90,194
Medicaid	1,592,141	50,058,868	(25,502,040)	(25,280,874)	868,095
Medicare	352,906	1,119,236	(432,829)	(857,164)	182,149
Other insurance	291,226	3,131,549	(1,140,852)	(1,817,324)	464,599
Housing fees	6,182	418,259	(21,586)	(402,832)	23
Allowance for Doubtful accounts	(1,545,038)	-	403,337	-	(1,141,701)
TOTALS	$ 1,340,309	$ 58,222,552	$ (28,207,274)	$ (30,411,519)	$ 944,068

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SINGLE AUDIT REPORTS

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Riverbend Community Mental Health, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2021

Federal Grantor/Program Title	Additional Award ID	Pass-Through Entity Number	CFDA Number	Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES				
Passed through the State of New Hampshire, Department of Health and Human Services:				
NH State Opioid Response		RFP-2019-BDAS-05-MEDIC-05-A01	93.778	$ 14,177
NH State Opioid Response		SS-2019-BDAS-05-ACCES-03-A03	93.788	618,565
				632,742
National and State Tobacco Control Program			93.387	5,400
Projects for Assistance in Transition from Homelessness		SS-2018-DBH-01-MENTA-04	93.150	38,234
Emergency Grants to Address Mental and Substance Use Disorders During COVID-19	COVID-19	SS-2020-DBH-07-RAPID-04	93.665	137,880
Provider Relief Fund	COVID-19		93.498	550,000
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ 1,364,256

NOTE A BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Riverbend Community Mental Health, Inc. under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Riverbend Community Mental Health, Inc. it is not intended to and does not present the financial position, changes in net assets, or cash flows of Riverbend Community Mental Health, Inc.

NOTE B SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

Riverbend Community Mental Health, Inc., has not elected to use the 10 percent de miminis indirect cost rate as allowed under the Uniform Guidance.

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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

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

To the Board of Directors
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2021, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 23, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Riverbend Community Mental Health, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Compliance and Other Matters

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

Purpose of this Report

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

Kittell, Branagan + Sargent

St. Albans, Vermont
September 23, 2021

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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

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

To the Board of Directors of
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Riverbend Community Mental Health, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Riverbend Community Mental Health, Inc.'s major federal programs for the year ended June 30, 2021. Riverbend Community Mental Health, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

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Opinion on Each Major Federal Program

In our opinion, Riverbend Community Mental Health, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control Over Compliance

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

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

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

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

Kittell, Branagan + Sargent

St. Albans, Vermont
September 23, 2021

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Riverbend Community Mental Health, Inc.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2021

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of Riverbend Community Mental Health, Inc. were prepared in accordance with GAAP.

2. There were no significant deficiencies disclosed during the audit of the financial statements. No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Riverbend Community Mental Health, Inc., which would be required to be reported in accordance with *Government Auditing Standards,* were disclosed during the audit.

4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit. No material weaknesses are reported.

5. The auditor's report on compliance for the major federal award programs for Riverbend Community Mental Health, Inc. expresses an unmodified opinion on all major federal programs.

6. There were no audit findings required to be reported in accordance with 2 CFR Section 200.516(a).

7. The programs tested as a major program were:

   93.788 - The Doorways - Hub & Spoke Concord
   93.788 - Medication Assisted Treatment (Waypoint FKA Child & Fam. Svs.)

8. The threshold used for distinguishing between Types A and B programs was $750,000.

9. Riverbend Community Mental Health, Inc. was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

- There were no findings related to the financial statements audit.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

- There were no findings or questioned costs related to the major federal award programs.

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Riverbend Community Mental Health, Inc.

John Barthelmes, **Chair**
James Doremus, **Vice Chair**
Andrea Beaudoin, **Assistant Secretary**
Lisa Madden, **President/CEO**, *Ex Officio*
Frank Boucher
John Chisholm
Leslie Combs
Christopher Eddy
Kathryn Elvey
Benjamin Hodges
Nicholas Larochelle
Rabbi Robin Nafshi
Bradley Osgood
Glenn Shepherd
James Snodgrass
Carol Sobelson, MS, LICSW
Johane Telgener
Kara Wyman
Robert Steigmeyer, *Ex Officio*

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Chris Mumford

Experience

2017-present Riverbend Community Mental Health Center Concord, NH

Chief Operating Officer

- Responsible for all administrative aspects within service programs including budget development and management, program planning, working with the Community Affairs Office to develop revenue streams, reporting to funders, and resource deployment.
- Works with program management to insure adequate staff resources by promoting a work environment in which staff are supported, offered rich career development opportunities, and held accountable for performance.
- Develop, monitor, and oversee Riverbend facilities, in conjunction with the Chief Financial Officer, to provide adequate, safe space for clients and staff.
- Work with Chief Financial Officer to develop and oversee a strategic plan for Riverbend facilities.
- Develop, monitor, and oversee Riverbend technology to provide efficient service delivery, documentation, and revenue generation.
- Maintain agency credibility in the community through strong working relationships with other area agencies, working with development and public relations staff to feature positive agency profile, and preparing reports to monitor efficiency and effectiveness of services for internal and external stakeholders.
- Oversee creation of policies and procedures for existing/future services.
- Establish and maintain relationships with insurers and managed care companies as needed.
- Attend agency, community and State meetings to represent Riverbend.
- Update and maintain professional knowledge and skills by attending relevant workshops and trainings, actively reviewing professional literature and seeking ongoing supervision and peer discussion.
- Work with the Bureau of Behavioral Health to implement Bureau directives and programming to meet Bureau expectations.
- Communicate agency values to staff and provide positive leadership to help staff view change as an opportunity.
- Engage in strategic and tactical planning to identify and maximize opportunities to meet community need.
- Maintain positive working relationships with colleagues, direct reports, and others within Riverbend and in the community.
- Act, along with CFO, as CEO in his/her absence.
- Work effectively with other members of senior management and share in coverage of management and clinical responsibilities.

2013-present Riverbend Community Mental Health Center Concord, NH

CSP Program Director

- Provides leadership for program of ~1200 adults with severe and persistent mental illness.
- Direct Supervision for 12 Managers overseeing a program of 80+ staff.
- Assures quality of clinical services of the program.
- Clinical Program development including integrated primary care, therapeutic evidenced-based practices, issues of engagement, and Trauma-informed service delivery.
- Manages program operations to optimize efficient service delivery including policy development.
- Manages resources to obtain positive financial outcomes including budget development.
- Actively engages in collaboration, teamwork, and relationship building to optimize the quality of services, program and agency effectiveness, and employee job satisfaction.

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- Collaboration with other program directors to assure positive and effective program interface.
- Works with senior management to assure program needs are met with regard to personnel, IT, space, and financial resources.
- Establishes and maintains strong working relationships with 5 West, NHH, NFI, NH State Prison, MCHOC, and BBH.
- Assures compliance with documentation and other quality assurance requirements.
- Oversees requirements of State law, rules and regulations including the implementation of the Community Mental Health Agreement as it relates to the program.
- Consultation and education across the agency regarding the Adult Needs & Strengths Assessment, Supported Employment, ACT, DBT, and IMR.
- Member of Agency Committees: Clinical Records, Evidence-based practices, Investment and Quality Council.
- Key participant in the program move to the West Street location including needs assessment, design and coordination of the move.
- Ongoing development and training around working with Borderline Personality Disorder.
- Agency trainer for Adult Eligibility Determinations.

2009-2013 Riverbend Community Mental Health Center Concord, NH

Clinical Team Leader

- Provided clinical and administrative supervision to 7 Adult Clinicians.
- Provided licensure supervision to clinicians from other programs.
- Developed and provided staff training on the topics of Borderline Personality Disorder (BPD) and Dialectical Behavioral Therapy (DBT).
- Managed referrals for individual and group psychotherapy at CSP.
- Managed the intake schedule for CSP.
- Reviewed all forensic referrals to the CSP program and authorizing admission to CSP intake.
- Served as interim NHH liaison and back-up to the NHH liaison.
- Assured program adherence to HeM 401 regarding intakes and eligibility.
- Provided individual psychotherapy to a caseload of up to 20.
- Exceeded benchmark by over 275 hours since 2009 averaging more than 15 hours over per quarter.
- Served on the Clinical Records Committee.
- Coordinated internship opportunities at CSP.
- Trained as a trainer for the Adult Needs and Strengths Assessment (ANSA) tool in 2011.

2003-2009 Riverbend Community Mental Health Center Concord, NH

Adult Clinician I, II, & III

- Provided individual and group psychotherapy for adults suffering with Severe and Persistent Mental Illness.
- Completed weekly assessments for State-supported services (eligibility determinations).
- Provided linkage to outside resources for those CSP applicants determined not eligible for CSP.
- Worked closely with interdisciplinary team.
- Co-led DBT Skills group for over 5 years.
- Proficiency with Dialectical Behavioral Therapy.
- Developed and provided staff training sessions for DBT.
- Developed and facilitated a Men's Anger Management Group.
- Developed and facilitated a Social Skills Group for adults with psychotic disorders.
- Provided short-term and solutions-focused individual psychotherapy with the privately insured client population (those not eligible for CSP) at Riverbend Counseling Associates part-time for about 18 months.

2002-2003 Riverbend Community Mental Health Center Concord, NH

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Residential Psychiatric Rehabilitation Specialist

- Provided Mental Illness Management Services (MIMS) to adults with severe mental illness living in supported housing.
- Medication support services

2002-2003 New Hampshire Hospital Concord, NH

Psychiatric Social Worker ***internship***

- Initial assessments on an admission unit.
- Discharge coordination with numerous community agencies.

2001-2002 Carroll County Mental Health Center Wolfeboro, NH

Adult Clinician ***internship***

- Individual psychotherapy with adults living with severe mental illness.
- Emergency Services assessment, intervention, and linkage.
- Facilitated voluntary and involuntary psychiatric hospitalizations.

Participation in DBT Skills group

Education

2001-2003 University of New Hampshire Durham, NH

Master of Social Work

- Magna Cum Laude

1994-1998 University of New Hampshire Durham, NH

Bachelor of Arts in Psychology

- Cum Laude

Licensure

Licensed Independent Clinical Social Worker

- March 17, 2007
- License #1367
- Provision of licensure supervision since 2007.

References

References are available on request.

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CRYSTAL A. WELCH

CAREER PROFILE

Experienced Chief Financial Officer/ Director of Finance & HR Administration, serving non-profit missions for over twenty years. Possesses solid leadership, communication and interpersonal skills to establish rapport with all levels of staff and management as well as outside resources and community partners. Strong qualifications in developing and implementing financial controls and processes to improve efficiency, productivity and cost control.

CORE QUALIFICATIONS

Accounting & Financial Management
Board Committee Documentation & Planning
Human Resources & Payroll
Grant Management
Audit
Projection Modeling
Budgeting
Financial Analysis & Reporting
Risk Management
Capital Campaigns
Investments
Business Planning & Analysis
Building Construction & Renovations
Financing and Insurance

KEY INVOLVEMENTS

- Prepare, by way of import and export functionality to/from systems, distribute and present; all financial, cash management and investment reports on a monthly and annual basis
- Prepare and distribute departmental financials
- Prepare and administer the annual operational, capital, grant and project budget(s) ensuring compliance with all federal, state, local and contractual guidelines are adhered to if appropriate
- Develop ancillary rates and negotiate rates/grants with state and local agencies
- Maintain and recommend to the CEO, Board and Board Committees on policy and procedures, quality/compliance and risk management issues
- Develop contracts with banks, vendors, and external providers of contracted services
- Serve as a member of the Executive Management Team and Management Team
- Develop and maintain a Capital Improvement Plan in conjunction with Facilities Manager
- Banking administration to include relationship maintenance and cash management
- Keep accurate books of account while maintaining internal controls and proper accounting cycle
- Ensure that all invoices and purchase orders have adequate controls installed and that substantiating documentation is approved and available such that all purchases may pass independent and governmental audits prior to disbursement
- Ensure the monthly reconciliation of Balance Sheet accounts as well as reconciliation to other departmental systems occur and reconcile
- Direct annual audit
- Provide leadership, supervision and oversight to finance and human resources staff
- Serve as liaison to the Finance, Retirement, Compliance, Investment and Endowment oversight committees
- Prepare, distribute and present all appropriate information to Board Committees on an ongoing basis including preparation of resolutions that may be necessary
- Attend Board of Trustees and Directors meetings and provide written and verbal financial reports to include monthly income and expense, cash flow, balance sheets, capital, endowment, fiscal and multi-year projections and any other reports needed to assess the financial position of the organization.

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SPECIAL ACCOMPLISHMENTS

- Implementation of various software – most notable the implementation of F9, an Excel reporting product that allows direct linking to the general ledger. It immediately pulls data, in real time, to financial and data reports. Setup this system and financial reporting package as well as built the linkage back to the general ledger system
- Successfully create RFP for a new Investment firm, HRIS/payroll system as well as a new Business Insurance broker assuring follow-through on objectives and implementation, ensuring an outcome of cost effective quality support
- Successfully implement analysis and reconciliation processes related to retirement and payroll to ensure timely and accurate reporting as well as adherence to ERISA guidelines
- Creation of current fiscal year projections as well as multi-year projections and scenarios.
- Create and implement a Cash Flow Forecasting model, to assist in strategic and financial decision making of the CEO, Finance Committee and the Boards
- Successful owner and manager of several rental properties over the course of 10+ years – this includes;
  - multiple finance projects
  - orchestrate many large scale renovation projects
  - management of tenants
  - insurance negotiation – including claims management
- "Flipped" several homes utilizing private financing arrangements
- Implement improvements in processes, procedures and workflows that result in improved internal controls and efficiencies as well as a reduction in staffing needs
- Implement allocation method to further define and analyze business segments
- Multiple years of clean audits

WORK EXPERIENCE

Chief Financial Officer — 10/2021-Current
Riverbend Community Mental Health

Chief Financial Officer — 2017-10/2021
New Hampshire Public Radio - Concord, NH

Director of Finance — 2016 - 2017
Manchester Community Health Center - Manchester, NH

Director of Finance/CFO — 2009 –2016
Spaulding Youth Center - Northfield, NH

Accounting Manager/Controller — 2000 - 2008
Tree Care Industry Association - Manchester, NH

EDUCATION

B.S. Accounting/Finance (2005)	Southern New Hampshire University	Manchester, NH
MBA Business Administration	Southern New Hampshire University	Manchester, NH

*Temporarily on -hold

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Kevin Irish

Riverbend Community Mental Health

▼ PROFILE

Accomplished business professional with 20+ years of administrative leadership and hands-on technical experience. A creative problem solver who thinks strategically and owns the responsibility for project results. Works from a demonstrated ability to merge technology with business needs, while maintaining a balance between the organizations operational and financial goals. An effective liaison with solid communication skills who can work with individuals and teams across all levels of an organization, with a strong advocacy for collaboration building.

▼ PROFESSIONAL EXPERIENCE

Chief Information Officer

Riverbend Community Mental Health: Concord, NH 04/2019 - Present

A member of Capital Region Health System, with 14 locations and 430 employees

- Provide strategic vision and leadership with regard to the Agency's use of technology including planning, implementing and maintaining best practices for EMR, ERP, and HRMS technology in a healthcare setting while aligning with agency functions
- Responsible for researching and interpreting federal and state regulations related to information technology (HIPAA, DHHS, etc.) and ensuring that Agency policies and procedures adhere to such mandated regulations and that staff are educated with regard to their implementation
- Lead management and support services for LAN/WAN functions including servers, desktops, laptops, wireless technologies, MFP's, and other hardware and software configurations
- Responsible for managing security services, appliances, and compliance (CMC, NIST) on the network and external connections including permissions, anti-virus software, firewalls, intrusion detection/prevention systems, email security software, and other related components
- Develop and manage the Operational/Capital technology budget for the Agency including hardware, software, host services, telehealth, contract managed services, and personnel
- Co-leadership of the IT Governance Committee, establishing the alignment of technology with new and existing business objectives, including federal and state led regulations; held in accordance to established corporate policy

Chief Information Officer

03/2018 – 03/2019

Addison County Visiting Nurse Association : Middlebury, Vermont

- Serve as the primary resource for clinical and administrative staff related to issues surrounding the use of the Electronic Health Record, and works with vendors to ensure the effective and efficient functionality of the Agency's health database software
- Responsible for maintaining and managing vendor relations and technology related third party support contracts, in order to ensure proper implementations and support metrics are being met
- Develop and manage the technology budget for the Agency including hardware, software, host services, telehealth, contract managed services, and other related expenditures
- Responsible for maintaining formal inventory of hardware and software, including licensure and related information, for the Agency's technological assets

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Interim - Director of Technology

10/2017 – 02/2018

Tower Health – Jennersville Hospital : West Grove, Pennsylvania
A member of the Tower Health Network, with 6 hospitals and 14,000 employees

- Serve as the Interim Director of Information Technology supporting technology transitions for hospitals purchased from Community Health Systems, Inc.
- Manage project risks, issues/problems, and cross channel integration for Laboratory, Radiology, and Emergency Services; the primary technical and analytical resource for EMR questions, user issues, and system development
- Responsible for the evaluation and correction of clinical documentation and associated billing, working through both local and corporate based administrations
- Realign the resident IT vision to reflect the newly adopted strategies developed by the Health Networks Central Office

Chief Information Officer / VP of Operational Services

05/2011 – 09/2017

Lakes Region General Hospital : Laconia, New Hampshire

- Accountable for the planning and management of the IT, Telecom, Facilities, Bio-Medical, and Environmental Compliance annual budgets, including both operating and capital funding; inclusive of 78 departmental employees, and 10 direct management reports
- Technical sponsor for the selection, purchase, and implementation of the Cerner/PeopleSoft Health Information System --- managing project leads, resource assignments, budget, and overall results
- Developed and executed divisional reorganization plan, realigning personnel to newly created technical, analytical, and management roles; supporting updated Service Level Agreements to all areas of Ambulatory Care & Practice Management
- Established a Tele-Health service in the hospitals immediate and adjoining coverage areas, leading the effort in collaboration with the Director of Hospitalists and physician members of the Orthopedics group
- IT Security Compliance Officer responsible for CMS and DMV regulatory compliance; including the annual financial audit and all cybersecurity related audits and rules

Chief Information Officer

04/2005 – 05/2011

Heywood Hospital : Gardiner, Massachusetts

- Senior Team member responsible for all 7x24 technical operations, including all enterprise IT and telecommunication functions, CRM related activity through client portal services, and analytic reporting
- Leader to enterprise wide efforts in the development, documentation, testing, and review of business continuity and disaster recovery plans; meeting regulatory requirements for both CMS and JCAHO; IT Security Compliance Officer
- Negotiation and signature authority for all IT master purchase contracts and lease agreements
- Organizational lead to the procurement and installation of technical, administrative, and bio-medical equipment engineered for use in a newly constructed 72,000sf addition on the hospitals main campus
- Responsible for maintaining inventory of hardware and software licensure, covering all the hospitals technological assets, including depreciation schedules and value based operational reinvestments

▼ EDUCATION

B.S. Daniel Webster College
Major: *Information Technology Management*

A.S. Champlain College
Major: *Computer Science*

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LISA K. MADDEN, MSW, LICSW

PROFESSIONAL EXPERIENCE

Riverbend Community Mental Health Center, Inc., Concord, NH, 5/2020 – present
President and Chief Executive Officer
Concord Hospital, Concord, NH, 5/2020 – present
Vice President of Behavioral Health
Chief executive for a full service community mental health center serving the greater Concord community. This position is responsible for the oversight of all clinical, financial, human resource, community advocacy and fundraising operations. Riverbend is a member of the Capital Region Health Care system and the President & CEO sits on the Board of Directors. This Vice President of Behavioral Health at Concord Hospital is a member of the senior leadership team. This position works collaboratively with medical and administrative leadership to advance services for those dealing with mental illness and addiction issues. This position is responsible for the oversight of all professional psychiatric services in the facility. The VP works closely with the nursing leadership to manage the inpatient psychiatric treatment services as well.

Southern New Hampshire Health, Nashua, NH, 7/15 – 5/2020
Associate Vice President of Behavioral Health
Executive Director of Region 3 Integrated Delivery Network
Responsible for the oversight of all behavioral health services within Southern New Hampshire Health system, this includes services at Southern New Hampshire Medical Center (SNHMC) and Foundation Medical Partners (FMP). In addition, serve as the Executive Director of the 1115 DSRIP Integrated Delivery Network (ION) for the Greater Nashua region. Duties for both positions include:

- Member of the Executive Leadership Team for both SNHMC and FMP.
- Oversee the program development, implementation and clinical services in the following departments:
  - Emergency Department
  - Partial Hospital Program (PHP)
  - Intensive Outpatient Program for Substance Use Disorders (IOP)
  - 18 bed inpatient behavioral health unit (BHU)
  - Foundation Counseling and Wellness -outpatient clinical services
  - Foundation Collaborative Care - outpatient psychiatric evaluation and medication management
  - Center for Recovery Management - medication for addiction treatment (MAT)
  - Integrated Behavioral Health in Primary Care Practices
- Responsible for the fiscal management of the above.
- Work closely with medical providers, practice managers and staff to address the needs of people living with mental illness and addictions. Addressing issues related to stigma and supporting their efforts to treat everyone with dignity and respect.
- Represent SNHH in community forums including:
  - New Hampshire Hospital Association Behavioral Health Peer Group

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  - New Hampshire Hospital Association Behavioral Health Learning Collaborative
  - Mayor's Suicide Prevention Task Force
- Seek funding for programs from various foundations and organizations.
- Participate in quality reviews and discussions with private insurance companies and state managed care organizations. Discussions include incentive options and program development opportunities for their members.
- Work closely with DHHS leadership to advance clinical treatment options in the community.
- Responsible for the implementation of the 1115 DSRIP waiver in Greater Nashua
  - SNHMC is the fiscal agent for the demonstration.
  - Work closely with 30 community partners to achieve the goals of the waiver.
  - Member of the Workforce Development Policy Subcommittee, focus on legislative opportunities that will assist with addressing the workforce shortage in NH.
  - Participate in extensive governance process that assures transparency in the distribution of funds to community partners.
  - Assure the special terms and conditions established by the state are implemented.

Center for Life Management, Derry, NH
Vice President and Chief Operating Officer, 6/05 - 6/15

Responsible for the oversight of efficient operations of outpatient clinical systems of care in accordance with all federal and state requirements.

- Oversee all clinical services for the Community Mental Health Center for Region 10 in New Hampshire. Services include various therapeutic interventions, targeted case management, supported housing, wellness services, integrated care and community support services.
- Increased revenue by over 100% and increased staff by 41%. Responsible for the management of approximately 200 employees under operations.
- Established and maintain clinical service goals and incentive pay for performance system within a financially self-sustaining model of care.
- Provide leadership for extensive program development. Responsible for the implementation and expansion of new or existing programs in response to community needs.
- Responsible for monitoring clinical and administrative costs and revenue generation as well as the submission of the annual program budgets to the President and CEO.
- Collaborate with the Vice President of Quality and Compliance to determine the training needs for clinical and administrative staff.
- Assist the President and CEO in developing short and long range strategic plan including program expansions, business development, facilities and capital usage and/or improvements.
- Responsible for the establishment and maintenance of an integrated care model which allows for seamless access to services within the agency, coordination of services with area healthcare providers, as well as provision of behavioral healthcare consultation services at the physicians offices.
- Assisted in the process of consolidating three sites into one new facility in July 2007. Primary responsibility for the expansion of services in Salem in September 2014.
- Worked closely with the COO of a local hospital to develop and expand a long term contract to provide emergency evaluation services at the hospital and to assist

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with disposition to appropriate level of care.

- Worked extensively with Senior Management to prepare for Medicaid Care Management in New Hampshire. Part of the team that established the first in the state per member per month contract with the MCO's inclusive of incentive metrics.

Lisa K Madden, LICSW, LLC
Consultant, 6/04 - 6105

Independent contractor providing consultation services to a community counseling center and a specialized foster care organization.

Interim Clinic Director, 8104 - 5105
Wayside Youth and Family Support, Framingham, MA

Responsible for the turnaround management of a large community counseling center in Framingham. Accomplishments include:

- Reorganized clinical team, supervisory structure and support staff functions
- Implemented necessary performance improvement plans
- Hired staff with significantly increased productivity expectations
- Assisted in the implementation of a new Performance Management and Billing System
- Worked diligently to foster a positive work environment through extensive verbal and written communication; staff involvement in decisions when appropriate; providing direct feedback when necessary; and by providing support. The goal was to foster a positive and cooperative "culture" in the clinic.
- Assisted senior management with budget development.

Clinical Supervisor, 7104 - 6105
The Mentor Network, Lawrence MA

- Provide clinical supervision to MSW's seeking independent licensure.
- Provide training and consultation to the staff on such topics as diagnostic evaluations, treatment plans and case presentations.
- Provide group support and trauma debriefing after a critical incident.

The Massachusetts Society for the Prevention of Cruelty to Children (MSPCC)
The Family Counseling Center
Northeast Regional Clinic Director, Lawrence, .MA 12/99 - 9/03

Responsible for turnaround management of the clinics in the Northeast Region of MSPCC, specifically the cities of Lawrence, Lynn and Lowell. The clinics had been struggling with staff recruitment and retention, reduced revenue, poor management of contracts, as well as significant problems in the medical records department. Responsibilities included budget development, implementation and accountability. Accomplishments include:

- Grew clinical team from 15 to 32 clinicians in three years.
- Developed Multi-Cultural Treatment Team.
- Increased annual third party revenue by 70%; increased annual contract revenue by 65%.
- Contracts with the Department of Social Services; the Department of Mental Health in conjunction with the Professional Parent Advocacy League; the Department of Education and the Community Partnerships for Children and HeadStart.
- Organized a successful site visit for re-licensure from the Department of Public Health (DPH) as well as the Council on Accreditation (COA).
- Reorganized Medical Records to meet DPH and COA standards; reorganize claims support resulting in increased revenue received for services rendered and significantly reduced write-offs.
- Participated on the HIPAA Task force-assisted in the development and implementation of the federally mandated Health Information Portability and Accountability Act policies and procedures for **MSPCC.**

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Clinic Director, Hyannis, MA 9/95-12/99
Responsible for the turnaround management of a regional clinic serving children and families on Cape Cod. The clinic had experienced over 70% turnover, significant reduction in revenue, and a series of very negative stories in the local media because of the agency's response to the implementation of managed care. Responsible for marketing and public relations; redevelopment of a high quality clinical treatment team; as well as, increasing revenue and program development. Accomplishments include:

- Grew clinical team from 12 to 37 in three years.
- Streamlined intake procedures to increase access to services and reduce wait times.
- Increased annual third party revenue by 80%.
- Developed consultative relationships with two of Cape Cod's most well respected children's services providers.
- Developed first private/public partnership between MSPCC and a private practice to increase the availability of specialty clinical services.
- Developed internship program for Master's level clinician candidates.

North Essex Community Mental Health Center, (NECMHC, Inc.), Newburyport/Haverhill, MA
Employee Assistance Professional, Clinical Social Worker, 9/93-7/95

NECMHC, Inc., Newburyport/Haverhill, MA
Clinical Social Worker - Intern, 5193-9/93

Worcester Children's Friend Society, Worcester, MA
Clinical Social Worker - Intern, 9/92-4/93

The Jernberg Corporation, Worcester, MA
EAP Case Management Supervisor, 4190-4/93
EAP Case Manager, 2/89-4/90

The Carol Schmidt Diagnostic Center and Emergency Shelter, YOU, Inc., Worcester, MA, 10/85-2/89
Clinical Counselor I & II

EDUCATION

University of Connecticut, School of Social Work, West Hartford, CT
Masters in Social Work, Casework/Administration, August 1993

Clark University, Worcester, MA
Bachelor of Arts, Government/Human Services, May 1985

PROFESSIONAL LICENSE

Licensed Independent Clinical Social Worker, MA # 1026094

TEACHING and PUBLICATION

Mental Health Management, New England College, Graduate School
Summer2007

Madden, Lisa K., 2009. Targeted Case Management Implementation at the Center for Life Management, Compliance Watch, volume 2, issue 3, p. 8-10.

References available upon request

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Riverbend Community Mental Health, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa K. Madden	President & CEO	$215,000	0%	$0.00
Christopher Mumford	COO	$135,000	0%	$0.00
Crystal Welch	CFO	$140,000	0%	$0.00
Kevin Irish	CIO	$130,000	0%	$0.00

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

July 27, 2021

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

REQUESTED ACTION

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

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

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

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

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

See attached fiscal details.

EXPLANATION

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

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

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

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

The Department continues to monitor contracted services by:

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

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

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

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

Lori A. Shibinette
Commissioner

DocuSign Envelope ID: 1272B1BC-88B9-4807-B647-80B50CD37A86

Fiscal Details for Rapid Response Contracts

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

Fiscal Details for Rapid Response Contracts

			Subtotal	173,195.00	-	173,195.00

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

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

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

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

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

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

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

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

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

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

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

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

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

   May 31, 2022.

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

   $454,235.

3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:

   3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

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

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

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

   4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

      4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

      4.2 Ensure timesheets and/or time cards support the hours employees worked for wages reported under this contract, pursuant to 45 CFR Part 75.430(i)(1) Charges to Federal, which indicates awards for salaries and wages must be based on records that accurately reflect the work performed.

      4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

      4.4. Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

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

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

State of New Hampshire
Department of Health and Human Services

7/29/2021
Date

DocuSigned by:
Katja Fox
ED9D05804C83442...
Name: Katja Fox
Title: Director

Riverbend Community Mental Health, Inc.

7/29/2021
Date

DocuSigned by:
Lisa K. Madden
63968E16890F4CC...
Name: Lisa K. Madden
Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

7/30/2021

Date

DocuSigned by:
Takhmina Rakhmatova
EDE521C025C34AC

Name: Takhmina Rakhmatova
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

June 24, 2020

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

INFORMATIONAL ITEM

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

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

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

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

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

EXPLANATION

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

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

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

The Department will monitor contracted services by:

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

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- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

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

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

Lori A. Shibinette
Commissioner

DocuSign Envelope ID: 1272B1BC-88B9-4807-B647-80B50CD37A86

Subject: Rapid Response (SS-2020-DBH-07-RAPID-04)

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

AGREEMENT

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

GENERAL PROVISIONS

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 Riverbend Community Mental Health, Inc.		1.4 Contractor Address 3 N. State St. PO Box 2032 Concord, NH 03301	
1.5 Contractor Phone Number (603) 226-7505	1.6 Account Number 05-095-092-922010-19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation $173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Lisa K. Madden Date: 6/12/20		1.12 Name and Title of Contractor Signatory Lisa K. Madden President & CEO	
1.13 State Agency Signature Lori Weaver Date: 6.12.20		1.14 Name and Title of State Agency Signatory Lori Weaver, Deputy Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Catherine Pinos		On: 06/16/20	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials LKM
Date 6/12/20

DocuSign Envelope ID: 1272B1BC-88B9-4807-B647-80B50CD37A86

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

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EXHIBIT B

Scope of Services

1. Statement of work

1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:

1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);

1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and

1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.

1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:

1.2.1. Individuals who are not covered by public or commercial health insurance programs;

1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.

1.3. For the purposes of this Agreement, all references to days shall mean calendar days.

1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Four (4).

1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:

1.5.1. Applicable federal and state law, including administrative rules and regulations;

1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and

1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:

1.5.3.1. Hire additional staff as described in Section 2, Staffing.

1.5.3.2. Train additional staff as described in Subsection 2.2.

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1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.

1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:

1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;

1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and

1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.

1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.

1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.

1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."

1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.

1.11. The Contractor shall provide crisis services and interventions by:

1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;

1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;

1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;

1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;

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1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.

1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:

1.12.1. Assertive community treatment;

1.12.2. Supported employment;

1.12.3. Illness management and recovery;

1.12.4. Therapeutic behavioral services;

1.12.5. Family support; and

1.12.6. Medication management.

1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:

1.13.1. Modular Approach to Therapy for Children (MATCH);

1.13.2. Trauma-focused cognitive behavioral therapy; and

1.13.3. Supported employment for individuals for whom it is developmentally appropriate.

1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:

1.14.1. Evaluations;

1.14.2. Withdrawal management;

1.14.3. Outpatient counseling;

1.14.4. Residential services; and

1.14.5. Recovery supports.

1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:

1.15.1. Medication Assisted Treatment (MAT);

1.15.2. Cognitive Behavioral Therapy (CBT);

1.15.3. Motivational Enhancement Therapy (MET);

1.15.4. Seeking Safety;

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1.15.5. The Seven Challenges; and

1.15.6. Brief strategic family therapy.

1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:

1.16.1. Identifying providers;

1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and

1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.

1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.

1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.

1.19. In Community Mental Health Region Four (4), the Contractor, in collaboration with the Department, shall:

1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and

1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.

1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.

2.2. The Contractor shall ensure that Contractor staff receive training on:

2.2.1. New Hampshire Rapid Response goals and objectives;

2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;

2.2.3. Guideline-based crisis intervention;

2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and

2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.

2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:

2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.

2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).

2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.

2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.

2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.

2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.

2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.

2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.

2.3.5 If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.

2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

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

3. Performance Measures and Data Reporting

3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.

3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.

3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.

3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.

3.4.1. The Contractor shall provide a $20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.

3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.

3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.

3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.

3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.

3.7. The Contractor may utilize funding in this Agreement designated for data

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

4. Exhibits incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

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

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

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

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EXHIBIT C

Payment Terms

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

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

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

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

3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.

4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

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

4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.

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

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

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7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

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

12. Audits

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

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

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

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

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

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

12.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:

12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.

12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.

12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.

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

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

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

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

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

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

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

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

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

Vendor Name: Riverbend Community Mental Health, Inc.

6/12/20
Date

Lisa K. Madden
Name: Lisa K. Madden
Title: president & CEO

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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: Riverbend Community Mental Health, Inc.

6/12/20
Date

Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Riverbend Community Mental Health, Inc.

6/12/20
Date

Lisa K Madden
Name: Lisa K. Madden
Title: President & CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Vendor Name: Riverbend Community Mental Health, Inc.

6/12/20
Date

Name: Lisa K. Madden
Title: President & CEO

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Riverbend Community Mental Health, Inc.

6/12/20
Date

Lisa K Madden
Name: Lisa K. Madden
Title: President & CEO

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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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

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

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

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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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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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	Riverbend Community Mental Health, Inc.
The State	Name of the Contractor
Lori Weaver	Lisa Madden
Signature of Authorized Representative	Signature of Authorized Representative
Lori Weaver	Lisa K. Madden
Name of Authorized Representative	Name of Authorized Representative
Deputy Commissioner	President & CEO
Title of Authorized Representative	Title of Authorized Representative
6.12.2020	6/12/20
Date	Date

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

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

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

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

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

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

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

Contractor Name: Riverbend Community Mental Health, Inc.

6/12/20
Date

Name: Lisa K. Madden
Title: President & CEO

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FORM A

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

1. The DUNS number for your entity is: 081209915

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

   _X_ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Greater Nashua Mental Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020, (Informational Item T), as amended on September 15, 2021, (Item #16L), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Subsection 1.2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   May 31, 2023

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval. .

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/19/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05D04C05442...
Name: Katja S. Fox
Title: Director

Greater Nashua Mental Health

4/19/2022
Date

DocuSigned by:
Cynthia L Whitaker
984333A5D3DB451...
Name: Cynthia L Whitaker
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/26/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 1AA12227-994B-4EC1-BA07-44D35394518C

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA MENTAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on November 13, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **807172**

Certificate Number: **0005765726**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of April A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 1AA12227-994B-4EC1-BA07-44D35394518C

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **63050**

Certificate Number: **0005752978**

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 April A.D. 2022.

David M. Scanlan

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 APRIL 14, 2022, 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: 4/19/2022

Pamela A Burns

Signature of Elected Officer
Name: Pamela A. Burns
Title: Board Chair
Greater Nashua Mental Health

DocuSign Envelope ID: 1AA12227-994B-4EC1-BA07-44D35394518C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kimberly H. Gutekunst, CIC	
Eaton & Berube Insurance Agency, LLC 11 Concord Street Nashua NH 03064	PHONE (A/C, No, Ext): 603-882-2766	FAX (A/C, No):
	E-MAIL ADDRESS: kgx@eatonberube.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
The Community Council of Nashua NH, Inc dba Greater Nashua Mental Health 100 West Pearl Street Nashua NH 03060 COMCO3	INSURER A : Scottsdale Insurance Co	
	INSURER B : Concord General Mutual	20672
	INSURER C : General Star Indemnity Co	
	INSURER D : Granite State Health Care & Human Services Self In	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1061015562 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			OPS0070187	11/12/2021	11/12/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20038992	11/12/2021	11/12/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMS0028366	11/12/2021	11/12/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000591	1/1/2022	1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Claims Made Retro Date: 11/12/1986			IMA380966	11/12/2021	11/12/2022	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage: NH; no excluded officers.

CERTIFICATE HOLDER

NH Dept of Health & Human Services
Bureau of Contracts and Procurement
129 Pleasant Street
Concord NH 03301

CANCELLATION 10 days non-pay/30 days other

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marc L Berube

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord Street Nashua NH 03064	**CONTACT NAME:** Kimberly H. Gutekunst, CIC **PHONE (A/C, No, Ext):** 603-882-2766 **FAX (A/C, No):** **E-MAIL ADDRESS:** kgx@eatonberube.com
INSURED COMCO3 The Community Council of Nashua NH, Inc 100 West Pearl Street Nashua NH 03060	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Scottsdale Insurance Co **INSURER B :** Concord General Mutual — 20672 **INSURER C :** General Star Indemnity Co **INSURER D :** Granite State Health Care & Human Services Self In **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1726475400 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			OPS0070187	11/12/2021	11/12/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			20038992	11/12/2021	11/12/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMS0028366	11/12/2021	11/12/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000591	1/1/2022	1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Claims Made Retro Date: 11/12/1986			IMA380966	11/12/2021	11/12/2022	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation coverage: NH; no excluded officers.

DHHS is additional insured with regard to General liability per written contract.

CERTIFICATE HOLDER

DHHS
129 Pleasant St.
Concord NH 03301

CANCELLATION 10 days non-pay/30 days other

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marc L Berube

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GNMH Greater Nashua Mental Health

Mission Statement of Greater Nashua Mental Health

Empowering people to lead full and satisfying lives through effective treatment and support.

Administrative Office
100 West Pearl Street, Nashua, NH 03060

(603) 889-6147
www.gnmh.org

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BerryDunn

GNMH Greater Nashua Mental Health

FINANCIAL STATEMENTS

WITH

FEDERAL REPORTS IN ACCORDANCE WITH THE UNIFORM GUIDANCE

June 30, 2021

(With Comparative Totals for June 30, 2020)

With Independent Auditor's Report

DocuSign Envelope ID: 1AA12227-994B-4EC1-BA07-44D35394518C

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Report on the Financial Statements

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, 2021, 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2021, 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 2020 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 28, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020 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, in 2021 the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance. Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2021 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 28, 2021

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Financial Position

June 30, 2021
(With Comparative Totals for June 30, 2020)

	2021	2020
ASSETS		
Cash and cash equivalents	**$ 11,248,237**	$ 6,340,977
Accounts receivable, net of allowance for doubtful accounts and contractuals of $226,715 in 2021 and $376,294 in 2020	**1,868,512**	2,553,814
Investments	**2,145,270**	1,817,365
Prepaid expenses	**282,051**	136,015
Property and equipment, net	**2,798,099**	2,926,418
Total assets	**$ 18,342,169**	$13,774,589
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	**$ 221,939**	$ 162,440
Accrued payroll and related activities	**1,169,301**	1,340,406
Estimated third-party liability	**-**	18,681
Accrued vacation	**483,361**	460,543
Deferred revenue	**350,466**	4,952
Notes payable, net	**-**	1,384,204
Paycheck Protection Program (PPP) funding	**-**	2,052,284
Total liabilities	**2,225,067**	5,423,510
Net assets		
Without donor restrictions		
Undesignated	**13,370,028**	5,988,607
Board designated	**2,418,378**	2,086,877
Total without donor restrictions	**15,788,406**	8,075,484
With donor restrictions	**328,696**	275,595
Total net assets	**16,117,102**	8,351,079
Total liabilities and net assets	**$ 18,342,169**	$13,774,589

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, 2021
(With Comparative Totals for Year Ended June 30, 2020)

	2021			
	Without Donor Restrictions	With Donor Restrictions	Total	Total 2020
Revenues and support				
Program service fees, net	$ 18,020,296	$ -	$ 18,020,296	$ 14,376,614
New Hampshire Bureau of Behavioral Health	3,390,523	-	3,390,523	2,766,795
Federal grants	871,173	-	871,173	1,600,936
Rental income	6,943	-	6,943	6,206
Contributions and support	128,695	9,010	137,705	129,139
Paycheck Protection Program (PPP) funding	2,071,084	-	2,071,084	-
Other	1,165,403	-	1,165,403	770,571
Net assets released from restrictions	5,003	(5,003)	-	-
Total revenues and support	25,659,120	4,007	25,663,127	19,650,261
Expenses				
Program services				
Children's and adolescents' services	2,133,451	-	2,133,451	1,840,661
Adult services	5,080,510	-	5,080,510	4,736,607
Older adult services	561,822	-	561,822	471,292
Deaf services	384,316	-	384,316	360,585
Substance abuse disorders	678,873	-	678,873	725,636
Medical services	1,642,608	-	1,642,608	1,530,051
Other programs	2,044,300	-	2,044,300	1,942,359
Total program services	12,525,880	-	12,525,880	11,607,191
General and administrative	5,673,236	-	5,673,236	5,252,649
Development	33,390	-	33,390	37,602
Total expenses	18,232,506	-	18,232,506	16,897,442
Income from operations	7,426,614	4,007	7,430,621	2,752,819
Other income				
Investment return, annual appropriation	40,000	5,003	45,003	45,017
Investment return, net of fees and annual appropriation	(12,629)	(269)	(12,898)	(11,084)
Realized and unrealized gains (losses) on investments	258,937	44,360	303,297	(2,573)
Total other income	286,308	49,094	335,402	31,360
Excess of revenues and support and other income over expenses and change in net assets	7,712,922	53,101	7,766,023	2,784,179
Net assets, beginning of year	8,075,484	275,595	8,351,079	5,566,900
Net assets, end of year	$ 15,788,406	$ 328,696	$ 16,117,102	$ 8,351,079

The accompanying notes are an integral part of these financial statements.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses

Year Ended June 30, 2021

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total
Revenues and support and other income											
Program service fees, net	$ 4,233,796	$ 9,522,825	$ 1,618,984	$ 501,317	$ 353,625	$ 1,122,688	$ 667,051	$ 18,020,286	$ 10	$ -	$ 18,020,296
New Hampshire Bureau of Behavioral Health	147,152	1,477,398	-	298,500	6,510	10,000	1,374,100	3,313,660	76,863	-	3,390,523
Federal grant	230,837	50,000	-	-	-	-	590,336	871,173	-	-	871,173
Rental income	-	-	-	-	-	-	-	-	6,943	-	6,943
Contributions and support	-	-	-	-	-	-	2,000	2,000	-	135,705	137,705
PPP funding	-	-	-	-	-	-	-	-	2,071,084	-	2,071,084
Other	2,776	325,027	5,995	-	426,831	2,970	79,180	842,779	658,026	-	1,500,805
Total revenues and support and other income	$ 4,614,561	$ 11,375,250	$ 1,624,979	$ 799,817	$ 786,966	$ 1,135,658	$ 2,712,667	$ 23,049,898	$ 2,812,926	$ 135,705	$ 25,998,529

The accompanying notes are an integral part of these financial statements.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2021

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenues and support and other income	$ 4,614,561	$ 11,375,250	$ 1,624,979	$ 799,817	$ 786,966	$ 1,135,658	$ 2,712,667	$ 23,049,898	$ 2,812,926	$ 135,705	$ 25,998,529
Expenses											
Salaries and wages	1,565,712	3,393,299	421,533	264,792	530,173	1,375,673	1,370,264	8,921,446	3,092,947	18,695	12,033,088
Employee benefits	280,969	589,280	61,434	50,075	54,691	152,259	234,414	1,423,122	389,077	3,412	1,815,611
Payroll taxes	124,929	272,832	34,831	20,554	42,410	90,408	109,445	695,409	228,985	1,451	925,845
Substitute staff	-	-	-	-	-	2,962	-	2,962	7,500	-	10,462
Accounting and administrative fees	-	1,585	-	-	-	-	-	1,585	103,787	12	105,384
Legal fees	-	12,452	1,621	-	-	-	-	14,073	33,638	-	47,711
Other professional fees	20,550	13,317	6,029	21,859	23,069	4,759	116,700	206,283	113,368	4,453	324,104
Journals and publications	-	-	-	-	190	-	-	190	577	-	767
Other staff development	3,903	1,413	-	300	2,635	-	2,359	10,610	16,268	-	26,878
Rent	-	-	-	-	-	-	39,000	39,000	-	-	39,000
Mortgage interest	-	-	-	-	-	-	-	-	20,244	-	20,244
Heating costs	-	-	-	-	-	-	-	-	23,509	-	23,509
Other utilities	-	-	-	-	-	-	-	-	87,396	-	87,396
Maintenance and repairs	-	-	-	-	-	-	915	915	134,047	-	134,962
Other occupancy costs	-	-	-	-	-	-	-	-	113,358	-	113,358
Office	15,980	4,157	203	6,977	2,974	3,581	119,665	153,537	424,904	1,334	579,775
Eductation and Training	540	360	634	270	810	260	6,603	9,477	24,879	-	34,356
Food	-	43	-	-	-	-	-	43	568	-	611
Advertising	-	-	-	-	-	-	1,600	1,600	13,456	-	15,056
Printing	671	1,204	216	54	189	65	2,310	4,709	3,531	2,384	10,624
Communication	9,571	29,866	4,850	3,525	3,159	890	7,136	58,997	179,889	-	238,886
Postage	83	320	-	-	-	-	26	429	9,899	753	11,081
Staff	41,588	63,481	15,516	5,700	457	-	6,101	132,843	4,310	-	137,153
Client services	23,570	131,037	-	546	1,920	-	837	157,910	17,907	-	175,817
Malpractice insurance	-	1,201	-	-	-	-	-	1,201	172,879	-	174,080
Vehicle insurance	-	-	-	-	-	-	-	-	2,197	-	2,197
Property and liability insurance	-	799	-	-	-	-	3,216	4,015	70,870	-	74,885
Other interest	-	-	-	-	-	-	-	-	19,136	-	19,136
Depreciation	41,054	82,436	14,884	9,553	16,127	11,751	22,462	198,267	65,950	293	264,510
Equipment rental	-	99	-	-	-	-	-	99	59,356	-	59,455
Equipment maintenance	-	-	-	111	-	-	-	111	8,204	-	8,315
Membership dues	4,023	-	-	-	-	-	150	4,173	57,218	40	61,431
Other	308	481,329	71	-	69	-	1,097	482,874	173,382	563	656,819
Total expenses before allocation	2,133,451	5,080,510	561,822	384,316	678,873	1,642,608	2,044,300	12,525,880	5,673,236	33,390	18,232,506
General and administrative allocation	804,944	1,795,767	243,299	113,767	170,608	(506,950)	236,046	2,857,481	(2,860,310)	2,829	-
Total expenses	2,938,395	6,876,277	805,121	498,083	849,481	1,135,658	2,280,346	15,383,361	2,812,926	36,219	18,232,506
Change in net assets	$ 1,676,166	$ 4,498,973	$ 819,858	$ 301,734	$ (62,515)	$ -	$ 432,321	$ 7,666,537	$ -	$ 99,486	$ 7,766,023

The accompanying notes are an integral part of these financial statements.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Cash Flows

Year Ended June 30, 2021
(With Comparative Totals for Year Ended June 30, 2020)

	2021	2020
Cash flows from operating activities		
Change in net assets	$ 7,766,023	$ 2,784,179
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	264,510	272,738
Net realized and unrealized (gains) losses on investments	(303,297)	2,573
Provision for bad debt	949,184	804,899
Loss on disposal of assets	155,387	-
Changes in operating assets and liabilities		
Accounts receivable	(263,882)	(2,031,535)
Prepaid expenses	(146,036)	79,083
Accounts payable and accrued expenses	(22,783)	(370,079)
Accrued payroll and related expenses and vacation	(148,287)	514,408
Estimated third-party liability	(18,681)	18,681
Deferred revenue	345,514	(3,978)
PPP funding	(2,052,284)	2,052,284
Net cash provided by operating activities	6,525,368	2,070,969
Cash flows from investing activities		
Purchases of investments	(1,087,243)	(1,037,608)
Proceeds from the sale of investments	1,062,635	1,071,406
Purchase of property and equipment	(209,296)	(189,631)
Net cash used by investing activities	(233,904)	(155,833)
Cash flows from financing activities		
Principal payments on notes payable	(1,384,204)	(77,134)
Net increase in cash and cash equivalents	4,907,260	3,890,286
Cash and cash equivalents, beginning of year	6,340,977	2,450,691
Cash and cash equivalents, end of year	$ 11,248,237	$ 6,340,977
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	$ 82,282	$ -

The accompanying notes are an integral part of these financial statements.

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Notes to Financial Statements

June 30, 2021
(With Comparative Totals for June 30, 2020)

Organization

The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Older Adult Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

1. Summary of Significant Accounting Policies

Recently Adopted Accounting Pronouncement

In May 2014, the Financial Accounting and Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), which identifies a five step core principle guide for organizations to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods or services. This ASU and related guidance were adopted by the Organization for the year ended June 30, 2021. Adoption of this 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.

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.

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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, 2020 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the trade accounts receivable.

Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, and net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than $5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

Revenue Recognition

Program service fees, net revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including health insurers and government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements, the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of ASU No. 2014-09 and related guidance.

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Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB Accounting Standards Codification (ASC) Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. General and administrative expenses are allocated based on full time equivalents and program expenses are allocated based on client count.

Estimated Third-Party Liability

The Organization's estimated third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. During 2021, 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 2021. 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 owed the MCO's a total of $18,681 at June 30, 2020.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2021 and 2020. 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, 2021, which is the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	2021	2020
Cash and cash equivalents available for operations	**$10,646,433**	$ 5,795,870
Accounts receivable, net	**1,868,512**	2,553,814
Financial assets available to meet general expenditures within one year	**$12,514,945**	$ 8,349,684

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, 2021. See Note 8.

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3. Program Service Fees and Concentrations of Credit Risk

For the years ended June 30, 2021 and 2020, approximately 83% and 80%, respectively, of the revenue and support of the Organization was derived from managed care contracts. As of June 30, 2021 and 2020, accounts receivable due from government grants was approximately 68% and 58%, respectively.

4. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	2021	2020
Common stocks	$ **889,746**	$ 744,873
Equity mutual funds	**291,844**	215,908
U.S. Treasury bonds	**571,446**	503,538
Corporate bonds	**269,361**	244,045
Corporate bond mutual funds	**122,873**	109,001
	$ **2,145,270**	$ 1,817,365

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 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:

2021	Level 1	Level 2	Total
Common stocks	$ 889,746	$ -	$ 889,746
Equity mutual funds	291,844	-	291,844
U.S. Treasury bonds	571,446	-	571,446
Corporate bonds	-	269,361	269,361
Corporate bond mutual funds	122,873	-	122,873
	$ 1,875,909	$ 269,361	$ 2,145,270

2020	Level 1	Level 2	Total
Common stocks	$ 744,873	$ -	$ 744,873
Equity mutual funds	215,908	-	215,908
U.S. Treasury bonds	503,538	-	503,538
Corporate bonds	-	244,045	244,045
Corporate bond mutual funds	109,001	-	109,001
	$ 1,573,320	$ 244,045	$ 1,817,365

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:

	2021	2020
Land, buildings and improvements	$ 5,297,124	$ 5,659,096
Furniture and equipment	314,282	338,588
Computer equipment	285,083	285,083
Software	703,688	706,407
Vehicles	33,191	33,191
Construction in process	277,708	-
	6,911,076	7,022,365
Less accumulated depreciation	(4,112,977)	(4,095,947)
Property and equipment, net	$ 2,798,099	$ 2,926,418

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7. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

The Organization has a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. In 2021 and 2020, the Board of Directors approved an appropriation of $45,003 and $45,017, respectively, to support current operations.

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Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2021 and 2020.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2021 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 328,696	$ 328,696
Board-designated endowment funds	2,418,378	-	2,418,378
	$ 2,418,378	$ 328,696	$ 2,747,074

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The changes in endowment net assets for the year ended June 30, 2021 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2020	$ 2,086,877	$ 275,595	$ 2,362,472
Contributions	80,000	9,010	89,010
Investment return	286,498	49,094	335,592
Amount appropriated for expenditure	(40,000)	(5,003)	(45,003)
Appropriated funds not drawn from investments	5,003	-	5,003
Endowment net assets, June 30, 2021	$ 2,418,378	$ 328,696	$ 2,747,074

The endowment net asset composition by type of fund as of June 30, 2020 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 275,595	$ 275,595
Board-designated endowment funds	2,086,877	-	2,086,877
	$ 2,086,877	$ 275,595	$ 2,362,472

The changes in endowment net assets for the year ended June 30, 2020 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2019	$ 2,096,406	$ 274,819	$ 2,371,225
Investment return	26,622	4,738	31,360
Amount appropriated for expenditure	(41,055)	(3,962)	(45,017)
Appropriated funds not drawn from investments	4,904	-	4,904
Endowment net assets, June 30, 2020	$ 2,086,877	$ 275,595	$ 2,362,472

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 (3.25% at June 30, 2021). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2021 or 2020. The line of credit agreement has a maturity date of April 30, 2022.

Notes Payable

Notes payable outstanding at June 30, 2020 were repaid in full during 2021.

9. Commitments and Contingencies

Operating Leases

The Organization leases an office facility and various pieces of equipment under operating lease agreements. Expiration dates range from December 2022 to September 2024. Total rent expense charged to operations was approximately $59,000 in 2021 and $15,000 in 2020.

Future minimum lease payments are as follows:

2022	$ 97,844
2023	56,538
2024	16,930
2025	4,145
	$ 175,457

Construction Commitment

In 2021, the Organization commenced build out of the Mobile Crisis Unit. In connection with the build out, the Organization signed a construction contract in the amount of $520,000, the expected total cost of the build out. At June 30, 2021, total costs incurred under the contract were approximately $224,000. The Mobile Crisis Unit is expected to be completed during the year ending June 30, 2022.

10. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2019, the Organization increased the matching contribution to 100% of employee deferrals up to 5% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2021 and 2020. Expenses associated with this plan were $290,063 and $282,823 for the years ended June 30, 2021 and 2020, respectively.

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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.

During 2020, the Organization received $2,048,300 under the CARES Act Paycheck Protection Program (PPP). The PPP has specific criteria for eligibility and provides for forgiveness of the funds under this program if the Organization meets certain requirements. In June 2021, the Organization received notice from the Small Business Administration and the lender that its PPP funds were forgiven. The revenue is separately reported in the statement of activities and changes in net assets during the year ended June 30, 2021.

The CARES Act also established the Provider Relief Funds (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services. The Organization received PRF in the amount of $149,673 during the year ended June 30, 2021. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are recognized as income when qualifying expenditures have been incurred, or lost revenues have been identified. Management believes the Organization has met the conditions necessary to recognize the PRF funds included in other revenue in the statement of activities and changes in net assets.

During 2021, the Organization also received and recognized emergency grant funding under the CARES Act passed through the State of New Hampshire in the amount of approximately $127,500 to help offset incremental costs related to the pandemic. This funding is commonly referred to as long-term care stabilization funds which are presented in other revenue in the statements of activities and changes in net assets.

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of 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, 2021, 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 and have issued our report thereon dated October 28, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 28, 2021

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BerryDunn

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Report on Compliance for the Major Federal Program

We have audited The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health's (the Organization) compliance with the types of compliance requirements described in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended June 30, 2021.The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Organization's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance the major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Opinion on the Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2021.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

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Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the Organization as of and for the year ended June 30, 2021, and have issued our report thereon dated October 28, 2021, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance 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 U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 28, 2021

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2021

Federal Grantor/Pass-Through Grantor/Program Title	Federal AL Number	Pass-Through Grantor/Agreement Number	Federal Expenditures
United States Department of Treasury:			
Pass-through:			
New Hampshire Employment Security:			
COVID-19; Coronavirus Relief Fund	21.019		$ 127,500
United States Department of Health and Human Services (HHS):			
Pass-through:			
New Hampshire Department of Health and Human Services:			
Projects for Assistance in Transition from Homelessness (PATH)	93.150	SM016030-14	43,903
COVID-19; Emergency Grants to Address Mental and Substance Use Disorders During COVID-19	93.665	H79FG000210	19,075
Substance Abuse and Mental Health Services Projects of Regional and National Significance:	93.243		
ProHealth NH		H79SM080245	523,273
State Youth Treatment Implementation		TI080192	100,666
Substance Abuse and Mental Health Services - Projects of Regional and National Significance			623,939
Medicaid Cluster:			
Medical Assistance Program	93.778		130,170
Total HHS			817,087
Total Expenditures of Federal Awards			$ 944,587

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2021

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization) under programs of the federal government for the year ended June 30, 2021. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

2. Summary of Significant Accounting Policies

Expenditures reported in the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The Organization has elected not to use the 10% de minimis indirect cost rate.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Schedule of Findings and Questioned Costs

Year Ended June 30, 2021

Section I. - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified	
Internal control over financial reporting:		
Material weakness(es) identified?	____ yes	__X__ no
Significant deficiency(ies) identified not considered to be material weaknesses?	____ yes	__X__ none reported
Noncompliance material to financial statements noted?	____ yes	__X__ no

Federal Awards

Internal control over major programs:		
Material weakness(es) identified?	____ yes	__X__ no
Significant deficiency(ies) identified not considered to be material weaknesses?	____ yes	__X__ none reported
Type of auditor's report issued on compliance for major programs:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance?	____ yes	__X__ no

Identification of major programs:

AL Number	Name of Federal Program or Cluster
93.243	Substance Abuse and Mental Health Services Projects of Regional and National Significance

Dollar threshold used to distinguish between Type A and Type B programs:	$750,000	
Auditee qualified as low-risk auditee?	____ yes	__X__ no

Section II. - Findings Relating to the Financial Statements Which are Required to be Reported in Accordance with *Government Auditing Standards*

None noted

Section III.- Findings and Questioned Costs for Federal Awards

None noted

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Summary Schedule of Prior Audit Findings

Year Ended June 30, 2021

None noted

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GNMH Greater Nashua Mental Health

BOARD OF DIRECTORS 2021

ROBERT S. AMREIN, Esquire — Hudson, NH
- *Retired: Attorney / Consultant*

RAYMOND BROUSSEAU — Nashua, NH
- *BAE Systems*

PAMELA BURNS – Chair — Nashua, NH
- *Dental Hygienist*

ROBERT DORF, DO — Nashua, NH
- *Chief Medical Officer*
  Southern New Hampshire Health

JAMES R. JORDAN — Manchester, NH
- *Consultant: President & CEO*
  Adaptive Techniques & Concepts LLC

JONE LABOMBARD - Secretary — Hollis, NH
- *Retired Educator*

KAREN LASCELLE, CPA - Treasurer — Nashua, NH
- *Certified Public Accountant*

REVEREND DEACON THOMAS A. MOSES — Manchester, NH
- *Deacon*
  Our Lady of the Cedars Melkite Greek Catholic Church

ROBYN MOSES-HARNEY — Hudson, NH
- *Vice President of Human Resources,*
  PlaneSense, Inc., Portsmouth

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ELIZABETH SHEEHAN — Litchfield, NH
- *Director, HR Solution Delivery Hub No. America, Iron Mountain*

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*

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Jeffrey S. Levine, LMSW, LICSW

Executive Director / Operations Leader

Results-focused leader with repeated success guiding sizeable operations within the healthcare industry, crafting robust strategic and operational plans to drive success and sustain growth. Strong capabilities in recruiting and leading staff to perform above and beyond while exemplifying organization values. Deploy analytical and problem-solving skills to ensure smooth operations and seamless workflows. Solid communicator and presenter with remarkable negotiation skills. Excel in creating structures and controls that align long-term vision with operational strategy across all organization levels. Dedicated to achieving measurable results.

Highlights of Expertise

- Strategic Business Planning
- Organizational Leadership
- Budgeting & Cost Management
- Recruiting and Staffing Initiatives
- Contract Development / Negotiations
- Process Design & Productivity Improvement
- Growth & Expansion Strategies
- Team Building/ Performance Improvement
- Corporate / Regulatory Compliance
- New Business Development

Career Experience

Saint Joseph Hospital, Nashua New Hampshire

HIGH RISK SOCIAL WORKER (2021-present)

As part of the Case Management team, the High-Risk Social Worker works independently within the hospital/outpatient setting, including but not limited to Emergency Services, Medical Units, Geri Psych and ICU. The High-Risk Social Worker is responsible to evaluate, plan, assess, discharge and counsels High-Risk patients.

HANAC, Inc., Queens, NY

Provide executive level leadership in the oversight of state and local government service contracts including Dept. for the Aging, Dept. of Youth and Community Development, Office of Alcoholism and Substance Abuse Services, and Human Resource Administration and Weatherization, while managing full $15M budget.

DIRECTOR OF PROGRAMS AND DEVELOPMENT (2019 to 2021)

Hold vital responsibility for the operational success of the organization, leading team of 37 Program Directors and 12 Social Workers and ensuring seamless team management and development, exceptional program delivery, and quality control. Devise operational plans and workflow strategies to maximize service performance. Cultivate a sense of unity and accountability to achieve goals and objectives.

- Successfully re-structured workflows to ensure consistency and cohesion – boosted accountability and positioned organization for success and growth.

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RAIN HOME CARE, RAIN, INC., Bronx, NY

Held vital responsibility and authority for administrative and leadership functions, supervision of established organizational plans, and ongoing communications with Board of Directors and Leadership.

EXECUTIVE DIRECTOR (2016 to 2019)

Planned, organized, directed, and evaluated operations to ensure provision of adequate and appropriate care and services. Recruited, trained, and led team of 1500+; administered performance management to monitor productivity, achievement of goals, and adherence to organization policies and procedures. Ensured organization operated in compliance with applicable federal, state, and local laws. Managed budget of $45M and fiscal planning.

- Generated additional revenue for the organization by developing and deploying successful business plan that aligned vision and with operational strategies.
- Headed event planning and execution for major fundraising event for the organization. Liaised with vendors, secured venue and volunteers, and participated day of to engage stakeholders and partners.
- Enhanced and increased clinical and value-based initiatives, utilizing immense expertise in marketing and business development and collaborating with community-based organizations, hospitals, etc.

Personal Touch Home Care, New York, NY

Met the challenge of building business development department from scratch and orchestrating all bottom-line factors to ensure operational effectiveness and growth.

DIRECTOR OF BUSINESS DEVELOPMENT (2014 to 2016)

Built and led team of three and developed goals and objectives, defined performance metrics, conducted evaluations, and monitored progress. Crafted winning business plans and initiatives that led to an increase in public awareness needs, grants, public relations, and external communications.

- Served as member of senior leadership team and contributed to high-level decision making and assisted with organization-wide strategic planning and team activities.
- Worked collaboratively with other departments and staff to identify new funding opportunities and approaches to increase visibility within the community.

Spearheaded all operations for 13 branches across Connecticut, Massachusetts, and New York, guiding the implementation of operational plans and adapting strategy as necessary.

REGIONAL VICE PRESIDENT, OPERATIONS (2010 to 2014)

Ensured appropriate in-house staffing levels; hired, trained, and supervised 13 Office Administrators and 60 in-house staff. Integrated organization vision for the full house of services and articulated vision in program development and evaluation activities. Sought joint ventures, acquisitions, and contractual relationships. Negotiated local service contracts and reimbursement rates. Developed QI and PI goals reflected by local region and corporate agenda.

- Selected to open on-site hospital-based home care – generated $2.5M in revenue – within the first year.
- Worked diligently with patients and families to promptly resolve conflicts; integrated proactive measures to prevent future occurrence.

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Visiting Nurse Service of New York, Bronx/Westchester, NY

Overcame gatekeeper resistance to develop hospital, nursing facility, and physician accounts for all agency departments including Acute, Hospice, LTHHCP, and VNS Choice.

ACCOUNT MANAGER, BUSINESS DEVELOPMENT (2005 to 2010)

Worked with key accounts, establishing relationships grounded on trust and assessing needs to deliver solutions. Developed hospital-wide initiatives to reduce unnecessary readmissions and length of stay. Created educational programs and worked with senior housing and social service agencies.

Additional Experience

College Professor (2005 to 2006) ▪ Monroe College, New Rochelle, NY

Director of Patient Relations (2004 to 2005) ▪ Our Lady of Mercy Medical Center, Bronx, NY

Assistant Administrator (2000 to 2004) ▪ Regeis Care Center, Bronx, NY

Beth Abraham – PACE program and Home Care Social Worker

Jewish Home and Hospital – Home Care Social Worker

Education & Credentials

Master of Social Work

Wurzweiler School of Social Work, New York, NY

Bachelor's Degree in Social Work

State University of New York at Albany, Albany, NY

Associates Degree in Arts and Sciences

Westchester Community College, Westchester, NY

Licenses & Affiliations

- Licensed Clinical Social Worker, State of New York
- Licensed Independent Clinical Social Worker, State of New Hampshire
- National Association of Social Workers

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DONNA B. LENNON, MA

EDUCATION: **M.A. Counseling & Psychotherapy, Rivier University, 1984.**
B.S. Behavioral Sciences, *CUM LAUDE*, Hawthorne College,1982.

EMPLOYMENT: Donna Lennon Counseling Services, LLC
Concord and Bedford, New Hampshire
Feb 1992 – July 2010 and March 2017 to present
Director of Group practice – Outpatient Services
Psychotherapy and consulting practice for Mental Health & Substance Use Disorders. Provide comprehensive evaluations for EAP's, schools and legal system. Required extensive collaboration with 8 colleagues, MCO's, employers, healthcare providers and insurers.

Easter Seals Farnum Center – August 2015 – August 2017
Clinical Director –Inpatient and Outpatient Services
As member of Sr. Leadership Team, responsible for management of daily clinical operations including clinical supervision of inpatient and outpatient staff. Manage IOP, Continuing Care and therapy groups, execute treatment strategies, facilitate weekly Clinical supervision group. Provide clinical direction for Program Coordinators on detox, residential and outpatient units. Hire, train and develop staff in accordance with best practices.

Gosnold on Cape Cod – Falmouth, MA - July 2010 – July 2015
Program Clinical Director
Leadership of daily operations of clinical & case management staff, resolve challenges, develop process and performance improvement strategies, review clinical documentation, hire, train & supervise clinical staff conduct performance appraisals, monitor budget with CFO, ensuring compliance with NAADAC, NBCC, HIPAA & The Joint Commission standards, ethics and best practices for 50 bed detox., Write clinical programs for patients while providing extensive collaboration with Nursing, Admissions, Utilization Review and other Clinical Program staff at various Gosnold work sites (inpatient rehab and outpatient).

Resource Management Consultants – Salem, NH Jul '90-Jul '91
EAP services and account management to client business & industry, hospital & educational systems employees and their families. Delivered supervisory training to management staff, assessment and referral, develop Lunch n'Learn sessions for staff.

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Bedford Counseling Associates – Bedford, NH 2/90-9/91
Developed, marketed and delivered training programs for local community regarding addiction, family recovery, intervention & treatment. Provided outpatient therapy for individuals, families & groups affected by trauma & addiction.

Manchester High School West – Manchester, NH 8/87 -10/89
Implemented the first formal Student Assistance Program for a student body and faculty of 1850. Established and facilitated comprehensive support groups, program budget, developed and chaired SAP Advisory Board and marketed program to ensure viability and **expansion of program via Mayor and Aldermanic Committee to ALL High School AND Junior High Schools in the city of Manchester.** Initiated state-wide NH-SAP Providers Group, trained "Core Team" of faculty, delivered parent education program re: addiction and recovery. Developed all brochures & marketing materials for program. ***NOMINATED*** **for US Dept of Ed's "Drug Free Schools & Communities Program Award for top ten programs in the U.S.**

COMPCARE/Lake Shore Hospital – Manchester, NH 12/85-5/87
Clinical Leader of Multi-disciplinary Tx Team. Facilitated delivery of quality treatment services for patients and families, supervised Tx Team, provided substance use & mental health evaluations. Developed community education programs for families affected by addiction and trauma.

Digital Equipment Corporation – Nashua, NH & Concord, MA
March 1878 – December 1985
HR Department Personnel Services Administrator and promoted to Personnel Specialist with Corporate HR, EE Benefits Administration, Organizational Development and EE Relations.

PROFESSIONAL AFFILIATIONS:

NH Alcohol & Drug Abuse Counselors Association
National Association of Alcohol & Drug Abuse Counselors
NH Mental Health Counselors Association
Former staff member of NH Teen Institute
Former: Manchester Aldermanic Committee on Substance Abuse

LICENSING:

Licensed Clinical Mental Health Counselor-NH
Master Licensed Alcohol & Drug Abuse Counselor-NH
Certified Advanced Alcohol & Drug Abuse Couns-MA – CADCII

PROFESSIONAL REFERENCES: Will be furnished upon request.

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Gabrielle Sullivan

ANTICIPATED MASTERS OF SOCIAL WORK CANIDATE | MAY 2022 | BOSTON UNIVERSITY

BACHELORS OF SCIENCE | AUGUST 2018 | FITCHBURG STATE UNIVERSITY

Experience

RESIDENTIAL REHABILITATION SPECIALIST I | RIVERBEND | SEPTEMBER 2020 -CURRENT

- Residential specialist for a group home with 18 adults with severe and persistent mental illness. Support residents with activities of daily living (ADLs), such as cleaning and cooking, and engagement in the community. Provide medication support through administration and education. Expectations include functional support, medication administration and monitoring, and 1:1 check ins with residents. Daily documentation for patient's progress required before completion of shift.

MASTERS OF SOCIAL WORK INTERN | RISE ABOVE | SEPTEMBER 2020-CURRENT

- Work collaboratively with DCF social workers and foster parents in the process of screening applicants and determine if eligibility criteria has been met. Provide excellent customer service through email and phone when connecting with foster families and social workers. Weekly communication with executive director to coordinate obtaining and distributing requested resources. Provide support for older youth and youth aging out of the foster care system in order to connect them with needed resources.

DIRECT CARE COUNSELOR | HAMPSTEAD HOSPITAL | OCTOBER 2019-FEB 2020

- Provides support for children, adolescents, and adults with mental illness, developmental disabilities, and substance use disorder in an inpatient setting. Per diem position requires work on all three units in the hospital, with varied expectations for each population served and flexibility with the needs of different populations. 1:1 support, supervision of patients, and group facilitating on a number of resiliency building activities for clientele. Daily documentation for patient's progress required before completion of shift.

CASE MANAGER | GREATER NASHUA MENTAL HEALTH| AUGUST 2018-SEPTEMBER 2020

- Direct support, education, and outreach to a caseload of adults aged 18-65 diagnosed with severe and persistent mental illness. Specialty training and experience with transitional-aged youth (16-25) with their first episode of schizophrenia with an integrated focus on family and providing case management and support to families. Responsibilities include: crisis intervention, functional support, family support, medication support, case management, treatment plan creation, and daily progress note documentation. Caseload ranges from 25-30. Interactions with other departments and community organizations on a weekly basis in order to ensure continuity of care. Daily use of electronic medical records for documentation.

- RESIDENT ASSISTANT AND TUTOR | FITCHBURG STATE UNIVERSITY | OCTOBER 2015 – MAY 2018

- R.A: Supervise and advised students in a freshmen dorm, an upperclassmen dorm, and an apartment style housing. Required to work with a team of Residential staff, as well as in collaboration with campus resources such as campus police and counseling services.

- Tutor: Guide and assists students on understanding course material and where to find the information on their own. Focuses on study skills and enhancing communication skills with professors and other resources. Tutoring psychology, criminal justice, sociology, and human services courses.

CAMP COUNSELOR/KEY HOLDER | FUN IN THE SUN – MANCHESTER PARKS AND REC | JULY 2015 – AUGUST 2017

- Supervised children at a day camp during the summer run by the City of Manchester.

VOULUNTEER | MANCHESTER HIGH SCHOOL WEST | OCTOBER 2013 – MAY 2016

- Assisted special needs teacher with students, both teaching and working one-one-one in math. Science, English, and life skills. Position started while in high school, and continued throughout college breaks until 2016.

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Certifications

- Enhanced Illness Management and Recovery (E-IMR)
- Adult and Pediatric First Aid/CPR/AED (Oct 2019-Oct 2021)
- Mental Health First Aid (June 2019-June 2022)
- Certified Peer Tutor (Sept 2017-current)

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GNMH Greater Nashua Mental Health

Therapist
Job Description

Department:	Acute Care Services
Reports to:	Team Coordinator
Supervises:	N/A
FLSA Status:	Exempt
Effective Date:	April 2022

Job Summary

Provides therapeutic crisis intervention and stabilization to individuals/families in need, to prevent or reduce potential suicide, serious debilitation, violent behavior and decrease the need for hospitalization. Provides consultation to other staff or community partner agencies who provide crisis coverage, as needed.

Essential Functions

- Provides phone, in-person, and "walk in" crisis intervention and stabilization services during normal agency (daytime) hours.
- Assesses the client's crisis state, immediate needs, and level of urgency, and selects the appropriate mode of intervention in relation to suicide risk, violence potential, current level of coping, mental status, support system, need for medication, crisis housing, brief hospitalization, IEA, or referral for outpatient treatment.
- Provide a variety of Evidenced Based practices/screening tools for risk assessment and crisis stabilization efforts.
- Formulates and initiates plan of action independently and/or in consultation with the client, Psychiatrist, Case Manager, and various other staff, as appropriate.
- Provides in-person clinical services to clients for a percentage of time per week as appropriate for position and as directed by supervisor.
- Completes all other documentation within 3 business days (with first day being date of service/completion).
- Learns, provides consultation to others, and fully executes and IEA and CD revocation process, as outlined per HeM regulations.
- Communicates information to appropriate staff regarding client crisis status and interventions, required follow-ups, and treatment planning, including specific development and use of Emergency Services treatment plans and approach for specific clients.
- Conducts consults and/or evaluations of individuals presenting in the Emergency Room with psychiatric problems, in partnership with ER physicians and staff.
- Provides emergency consultations/information and evaluations to various community agencies and organizations, such as police, jail, etc., as appropriate.
- Evaluates, conducts treatment planning, and provides support to internal GNMH programs, as it relates to crisis consultation and intervention.
- Communicates professionally and effectively with colleagues, collateral contacts, supervisors, etc. regarding client care.
- Prepares for and attends meetings, including team meetings (1x weekly), therapists' meeting (1x weekly), department meetings (monthly), supervision meetings (1x weekly), etc.
- Manages and responds to email, voicemail, etc. in a timely and professional manner.

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GNMH Greater Nashua Mental Health

Essential Functions

- Performs other duties or special projects as required or as assigned.

Qualifications

Required Education: Master's Degree	**Preferred Education:**
Field of study: Counseling, Social Work or related mental health discipline	
Work Experience: 1 to 2 years	
Certifications, Licenses, Registrations Required:	

Knowledge, Skills and Abilities

- Ability to form rapid rapport and interact with a broad range of clients, including severe and chronic populations.
- Familiarity with community resources.
- Ability to teach effectively.
- Knowledge of and ability to use Microsoft Office products (Word, Outlook, Excel, etc.).
- Strong collaborating skills, and an ability to work effectively both independently and as part of a team.
- Comfortable in a fast-paced environment with frequent deadlines; high energy, self-motivated and proactive.
- Excellent communication and interpersonal skills.
- Ability to multitask, and be flexible with regard to workload and assignments.
- Ability to exercise judgment.

Physical and Environmental Job Requirements	Amount of time			
	Rarely	Occasionally	Frequently	Constantly
Sitting – required to sit for extended periods of time without being able to leave the work area.			X	
Standing – required to remain on feet in an upright position for continuous periods of time without being able to leave the work area.		X		
Walking – required to walk considerable distances in the facility during the course of work.		X		
Lifting – required to raise or lower objects from one level to another regularly.				
Up to 10 pounds		X		
11 to 20 pounds		X		
21 to 30 pounds	X			
31 to 50 pounds	X			
51 to 75 pounds (team lifting as appropriate)	X			
76 to 100 pounds (team lifting required)	X			
Carrying – required to carry objects in arms or on the shoulder.			X	
Pushing – required to exert force up to 5 lbs. so that an object can be moved away.		X		
Pulling – required to exert force up to 5 lbs. so that an object can be moved towards employee.		X		
Climbing – required to climb and work in overhead areas.	X			
Balancing – required to move between objects or work in overhead areas.		X		
Stooping – required to bend forward by bending at the waist.		X		
Kneeling – required to move or support self on knees.	X			

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GNMH Greater Nashua Mental Health

Physical and Environmental Job Requirements	Amount of time			
	Rarely	Occasionally	Frequently	Constantly
Crouching – required to bend the legs or spine.		X		
Crawling – required to work in confined space and move about on hands and knees.	X			
Reaching – required to use hands and arms to reach for or place objects.			X	
Feeling – required to discriminate between varying textures.			X	
Grasping – required to pick up objects with fingers.			X	
Substantial Movements – required to perform substantial movement (motions) of the wrists, hands, and/or fingers.			X	
Eye, Hand, Foot Coordination – required to coordinate the eyes, hands, feet with each other in response to visual stimuli.			X	
Motor Coordination Skills – required to coordinate eyes, hands and fingers rapidly and accurately and handle precise movements.			X	
Color Determination – required to identify colors through vision.		X		
Near Acuity – required close, clear vision with or without correction.			X	
Depth Perception – required to distinguish depth.			X	

Director's Approval:

_____

Signature Date

Employee's Acknowledgement:

I have received, reviewed and fully understand the job description for the Therapist. I further understand that I am responsible for the satisfactory execution of all duties identified therein, under any and all conditions as described. I acknowledge GNMH's right to amend, change, and alter my actual job duties as well as update this job description as needed.

_____

Signature Date

The statements herein are intended to describe the general nature and level of work being performed by employees, and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of GNMH.

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COMMUNITY COUNCIL OF NASHUA, NH D/B/A
GREATER NASHUA MENTAL HEALTH

Key Personnel

Name	Job Title	Percentage of Time Devoted to Grant Program	Annual Salary	Salary Amount Paid from this Contract
Donna Lennon	Vice President of Clinical Operations	0%		$0
Jeffrey Levine	Director of Acute Care Services	0%		$0
Gabby Sullivan	Rapid Response Case Manager	100%	$20/hour	$41,600
Various	Acute Care Therapist	Up to 100% FTE	Avg. $50,000	$50,000

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 23, 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 **Retroactive** amendments with the Contractors listed in **bold** below to continue providing Rapid Response crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, as well as healthcare professionals, by exercising contract renewal options by increasing the total price limitation by $562,080 from $3,764,580 to $4,326,660 and extending the completion dates from August 19, 2021 to May 31, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Northern Human Services	177222	Conway, Region 1	$454,235	$0	$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	$454,235	$0	$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)

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Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	$346,390	$0	$346,390	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	$454,235	$0	$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
Monadnock Family Services	177510	Keene, Region 5	$346,390	$0	$346,390	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
Greater Nashua Mental Health	**154112**	**Nashua, Region 6**	**$173,195**	**$281,040**	**$454,235**	**O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T)**
The Mental Health Center of Greater Manchester, Inc.	**177184**	**Manchester, Region 7**	**$173,195**	**$281,040**	**$454,235**	**O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T)**
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	$454,235	$0	$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
Community Partners of Strafford County Foundation	177278	Dover, Region 9	$454,235	$0	$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)

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The Mental Health Center for Southern New Hampshire	174116	Derry Region 10	$454,235	$0	$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
		Total:	**$3,764,580**	**$562,080**	**$4,326,660**	

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 **Retroactive** because the fully executed contract documents were not received in time for Governor and Executive Council approval to prevent the current contracts from expiring. The Contractors were unable to obtain signatures on time for the contract documents due to changes in and unanticipated absences of key personnel.

This request represents two (2) of the ten (10) agreements being amended. Eight (8) of the ten (10) were amended as approved by the Governor and Executive on August 18, 2021 (Item #34).

The purpose of this request is for the Contractors to continue providing crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports to youth and adults who are under or uninsured and are impacted by COVID-19, as well as healthcare professionals.

Due to the COVID-19 pandemic, people with serious mental illness, youth with serious emotional disturbance, general citizens, and health care professionals continue to experience new behavioral health challenges or exacerbations of current symptoms, including increases in depression, anxiety, trauma and grief. The Contractors provide crisis stabilization services to individuals, including those who are under or uninsured and otherwise may not have access to affordable care.

The Contractors have increased the capacity of the New Hampshire community mental health system to respond to individuals experiencing behavioral health crises who have been impacted by the COVID-19 pandemic, using evidence-based practices. New and existing staff have received, and will continue to receive, training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; and trauma-informed care. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

The Department continues to monitor contracted services by:

- Actively and regularly collaborating with the vendors to, improve results and adjust program delivery and policy based on successful outcomes.
- Requesting key data and metrics that include demographic, performance and service data.

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- Participating in monthly meetings with Project Directors to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for approximately eight-and-a-half (8.5) months of the two (2) years available.

Should the Governor and Council not authorize this request, individuals who are experiencing mental health crises due to COVID-19 may not have access to necessary stabilization services and will be at an increased risk for utilization of more costly services in emergency departments, psychiatric hospitals and long-term care facilities.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

Lori A. Shibinette
Commissioner

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Fiscal Details for Rapid Response Contracts

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES,SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	173,195.00		173,195.00
			Subtotal	346,390.00	-	346,390.00

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	173,195.00		173,195.00
			Subtotal	346,390.00	-	346,390.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00

Fiscal Details for Rapid Response Contracts

			Subtotal	173,195.00	281,040.00	454,235.00

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00
		Total		3,764,580.00	562,080.00	4,326,660.00

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Community Council of Nashua, N.H. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020 (Informational Item T), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify payment terms to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   May 31, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $454,235.

3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:

   3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

Original Budget	
Line Item	**Amount**
Staffing	$113,500
Fringe Benefits	$34,050
Personal Protective Equipment, Supplies, Technology and Training	$5,400
Data Collection	$4,500
Indirect Costs on Clinical Services	$ 15,295
Indirect Costs on Data Collection	$450
Total	**$173,195**

Supplemental Budget	
Line Item	**Amount**
Staffing	$185,265
Fringe Benefits	$55,579
Personal Protective Equipment, Supplies, Technology and Training	$7,990
Data Collection	$6,658
Indirect Costs on Clinical Services	$24,883
Indirect Costs on Data Collection	$665
Total	**$281,040**

4. Modify Exhibit C, Payment Terms, Section 4, to read:

4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

4.2 Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets and/or time cards, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.3 Ensure timesheets and/or time cards support employee hours worked and charged under this contract, pursuant to 45 CFR Part 75.430(i)(1).

4.3. Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be retroactively effective to August 19, 2021, subject to Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/30/2021
Date

DocuSigned by:
Katja Fox
ED9005804C63442...
Name: Katja Fox
Title: Director

The Community Council of Nashua, N.H.

8/30/2021
Date

DocuSigned by:
Cynthia L Whitaker
984333A5D3DB451...
Name: Cynthia L Whitaker
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/30/2021

DocuSigned by:
D5CA9202E32C4AE...

Date

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

June 24, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu authorized the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed $1,731,950 for crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals with the option to renew for up to two (2) additional years, effective June 23, 2020, through August 19, 2021. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County Foundation	177278	Dover, Region 9	$173,195
Northern Human Services	177222	Conway, Region 1	$173,195
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	$173,195
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	$173,195
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	$173,195
Monadnock Family Services	177510	Keene, Region 5	$173,195
The Community Council of Nashua, N.H.	154112	Nashua, Region 6	$173,195
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	$173,195
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	$173,195

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The Mental Health Center of Southern New Hampshire	174116	Derry, Region 10	$173,195
		Total:	**$1,731,950**

Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-092-922010-19090000 HEALTH & SOCIAL SERVICES-DEPARTMENT OF HEALTH & HUMAN SERVICES-DIV FOR BEHAVIORAL HEALTH-BUREAU OF MENTAL HEALTH SERVICES-SAMHSA GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92201909	$108,247
2021	102-500731	Contracts for Prog Svc	92201909	$1,298,962
2022	102-500731	Contracts for Prog Svc	92201909	$324,741
			Total	**$1,731,950**

EXPLANATION

These items are **Sole Source** because the Department, in the interest of the public's health and safety, determined that the State's community mental health centers are best positioned to effectively provide crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals. The Bureau of Mental Health Services contracts for services through the community mental health centers that are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and State regulation NH He-M403.

Due to both COVID-19 and the State of Emergency, people with serious mental illness, youth with serious emotional disturbance and new or early serious mental illness, general citizens, and healthcare professionals are expected to develop new behavioral health problems or exacerbations of such problems, including increases in depression, anxiety, trauma, and grief. The Contractors will provide services to these individuals who are under or uninsured from June 23, 2020, to August 19, 2021.

The Contractors will increase the capacity of the New Hampshire community mental health system to respond to people with behavioral health crises who are impacted by the COVID-19 pandemic using evidence-based practices. New and existing staff will receive training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; trauma-informed care; and the use of American Society of Addiction Medicine criteria for Substance Use Disorder services. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

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- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

for Christo Lapp

Lori A. Shibinette
Commissioner

DocuSign Envelope ID: 1AA12227-994B-4EC1-BA07-44D35394518C

Subject: Rapid Response (SS-2020-DBH-07-RAPID-06)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Community Council of Nashua, N.H.		1.4 Contractor Address 100 W. Pearl St. Nashua, NH 03060	
1.5 Contractor Phone Number (603) 889-6147	1.6 Account Number 05-095-092-922010-19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation $173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date: 6/3/2020		1.12 Name and Title of Contractor Signatory Cynthia L Whitaker, ByD Chief Of Services	
1.13 State Agency Signature Date: 6-8-2020		1.14 Name and Title of State Agency Signatory Christie Toppan, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Catherine Pinos		On: 06/18/20	
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 omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of work

1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:

1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);

1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and

1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.

1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:

1.2.1. Individuals who are not covered by public or commercial health insurance programs;

1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.

1.3. For the purposes of this Agreement, all references to days shall mean calendar days.

1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Six (6).

1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:

1.5.1. Applicable federal and state law, including administrative rules and regulations;

1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and

1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:

1.5.3.1. Hire additional staff as described in Section 2, Staffing.

1.5.3.2. Train additional staff as described in Subsection 2.2.

1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.

1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:

1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;

1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and

1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.

1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.

1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.

1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."

1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.

1.11. The Contractor shall provide crisis services and interventions by:

1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;

1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;

1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;

1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;

1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.

1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:

1.12.1. Assertive community treatment;

1.12.2. Supported employment;

1.12.3. Illness management and recovery;

1.12.4. Therapeutic behavioral services;

1.12.5. Family support; and

1.12.6. Medication management.

1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:

1.13.1. Modular Approach to Therapy for Children (MATCH);

1.13.2. Trauma-focused cognitive behavioral therapy; and

1.13.3. Supported employment for individuals for whom it is developmentally appropriate.

1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:

1.14.1. Evaluations;

1.14.2. Withdrawal management;

1.14.3. Outpatient counseling;

1.14.4. Residential services; and

1.14.5. Recovery supports.

1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:

1.15.1. Medication Assisted Treatment (MAT);

1.15.2. Cognitive Behavioral Therapy (CBT);

1.15.3. Motivational Enhancement Therapy (MET);

1.15.4. Seeking Safety;

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1.15.5. The Seven Challenges; and

1.15.6. Brief strategic family therapy.

1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:

1.16.1. Identifying providers;

1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and

1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.

1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.

1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.

1.19. In Community Mental Health Region Six (6), the Contractor, in collaboration with the Department, shall:

1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and

1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.

1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.

2.2. The Contractor shall ensure that Contractor staff receive training on:

2.2.1. New Hampshire Rapid Response goals and objectives;

2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;

2.2.3. Guideline-based crisis intervention;

2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and

2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.

2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:

2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.

2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).

2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.

2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.

2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.

2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.

2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.

2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.

2.3.5 If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.

2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

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2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.

3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.

3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.

3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.

3.4.1. The Contractor shall provide a $20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.

3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.

3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.

3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.

3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.

3.7. The Contractor may utilize funding in this Agreement designated for data

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infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

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5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

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records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
NH Rapid Response Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
   2.2. The Indirect Cost Rate of 10.00% applies in accordance with 2 CFR §200.414.
   2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

BUDGET	
Line Item	**Amount Amount**
Staffing	$113,500
Fringe and Benefits	$ 34,050
Personal Protective Equipment, Supplies, Technology, and Training	$ 5,400
Data Collection	$ 4,500
Indirect Costs on Clinical Services	$ 15,295
Indirect Costs on Data Collection	$ 450
Total	$173,195

   3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
      3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
      3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served

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indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.

4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

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7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

12. Audits

    12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

        12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

        12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

        12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

12.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:

12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.

12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.

12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.

12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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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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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.

Community Council of Nashua, NH
Vendor Name: DBA Greater Nashua Mental Health

6/3/2020
Date

Name: Cynthia L Whitaker, PsyD
Title: 6/3/2020

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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: Community Council of Nashua, NH DBA Greater Nashua Mental Health

Date: 6/3/2020

Name: Cynthia L Whitaker PsyD
Title: 6/3/20

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials
Date 6/23/20

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Community Council of Nashua NH DBA Greater Nashua Mental Health

6/3/2020
Date

Name: Cynthia L Whitaker
Title: Chief of Services

Vendor Initials CW
Date 6/3/20

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Community Council of Nashua, NH DBA Greater Nashua Mental Health

6/3/2020
Date

Name: Cynthia L Whitaker, PsyD
Title: Chief Of Services

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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Community Council of Nashua, NH DBA Greater Nashua Mental Health

6/3/2020
Date

Name: Cynthia Whittaker
Title: Chief Of Services

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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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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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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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	Community Council of Nashua NH DBA Greater Nashua Mental Health
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Tappan	Cynthia L Whitaker, PsyD
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Chief of Services
Title of Authorized Representative	Title of Authorized Representative
6-8-2020	6/3/2020
Date	Date

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New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. 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.

Community Council of Nashua, NH
Contractor Name: DBA Greater Nashua Mental Health

6/3/2020
Date

Name: Cynthia L Whitaker PsyD
Title: Chief of Services

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FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081249823

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   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: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020, (Informational Item T), as amended on September 15, 2021, 2021, (Item #16L), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Subsection 1.2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   May 31, 2023

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval. .

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/20/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

The Mental Health Center of Greater Manchester

4/20/2022
Date

DocuSigned by:
Patricia Carty
0F988FB33E0E400...
Name: Patricia Carty
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/25/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 17, 1960. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **63323**

Certificate Number : **0005750943**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of **April** A.D. **2022.**

David M. Scanlan

Secretary of State

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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 February 22, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Patricia Carty, President and Chief Executive 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 her judgment be desirable or necessary to affect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/6/22

Signature of Elected Officer
Name: Kevin Sheppard
Title: Chairperson of the Board of Directors

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CGI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032	CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (877) 562-8954 FAX (A/C, No): (866) 574-2443 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com
INSURED The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street Manchester NH 03103-3628	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 :

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Professional Liability $2M Agg [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2395309	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Sexual/Physical Abuse or	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2395299	04/01/2022	04/01/2023	~~COMBINED~~ SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/borrowed	$ 1,000,000 $ $ $ $ 1,000,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB808359	04/01/2022	04/01/2023	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ECC6004000298-2021A	09/12/2021	09/12/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Supplemental Names Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.
This Certificate is issue for insured operations usual to Mental Health Services.

CERTIFICATE HOLDER

State of NH Dept. of Health & Human Services
129 Pleasant St
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The Mental Health Center
of Greater Manchester

MISSION

To empower individuals to achieve recovery and promote personal and community wellness through an accessible, comprehensive, integrated and evidence-based system of behavioral health care.

VISION

To promote prevention recovery and wellness, and strive to be a center of excellence and sought after partner in developing and delivering state-of-the-art behavioral health treatment integrated within our community.

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

We offer hope and recovery through individualized, quality behavioral health services.

We provide evidence-based, culturally responsive and consumer, family focused care.

We support skilled staff members who work together and strive for excellence.

We pursue partnerships that promote wellness and create a healthy community.

Revised and Approved by the Board of Directors on September 25, 2018

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BAKER NEWMAN NOYES

Manchester Mental Health Foundation, Inc. and Affiliates

Audited Consolidated Financial Statements and Supplementary Information

Years Ended June 30, 2021 and 2020
With Independent Auditors' Report

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2021 and 2020

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BAKER NEWMAN NOYES

Baker Newman & Noyes LLC
MAINE I MASSACHUSETTS I NEW HAMPSHIRE
800.244.7444 I www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

We have audited the accompanying consolidated financial statements of Manchester Mental Health Foundation, Inc. and Affiliates (the Organization), which comprise the consolidated statements of financial position as of June 30, 2021 and 2020, the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

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 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 consolidated 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 consolidated 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 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 auditors' 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.

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To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2021 and 2020, 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 consolidated financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is 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 supplementary 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 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 consolidated financial statements as a whole.

Baker Newman & Noyes LLC

Manchester, New Hampshire
January 10, 2022

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

June 30, 2021 and 2020

ASSETS

	2021	2020
Current assets:		
Cash and cash equivalents	$14,209,783	$ 9,525,985
Restricted cash	120,368	92,786
Patient accounts receivable	849,013	2,021,607
Other accounts receivable	1,624,794	2,416,027
Investments – short-term	258,513	250,000
Prepaid expenses	531,562	557,480
Total current assets	17,594,033	14,863,885
Investments – long-term	5,018,804	3,880,435
Assets whose use is limited or restricted	490,221	441,595
Property and equipment, net of accumulated depreciation	14,574,686	14,760,411
Total assets	$37,677,744	$33,946,326

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LIABILITIES AND NET ASSETS

	2021	2020
Current liabilities:		
Accounts payable	$ 306,072	$ 186,444
Accrued payroll, vacation and other accruals	4,707,221	4,364,740
Deferred revenue	91,157	145,979
Current portion of long-term debt	219,207	218,850
Amounts held for patients and other deposits	22,151	22,802
Total current liabilities	5,345,808	4,938,815
Extended illness leave obligation	489,022	484,285
Post-retirement benefit obligation	58,514	70,993
Long-term debt, less current maturities and unamortized debt issuance costs	11,093,409	11,318,295
Total liabilities	16,986,753	16,812,388
Net assets:		
Without donor restrictions	20,200,770	16,692,343
With donor restrictions	490,221	441,595
Total net assets	20,690,991	17,133,938
Total liabilities and net assets	$37,677,744	$33,946,326

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

Years Ended June 30, 2021 and 2020

	Year Ended June 30, 2021			Year Ended June 30, 2020		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
Revenues and other support:						
Program service fees	$28,930,106	$ –	$28,930,106	$25,722,254	$ –	$25,722,254
Program rental income	337,996	–	337,996	359,744	–	359,744
Fees and grants from government agencies	6,388,792	–	6,388,792	6,253,650	–	6,253,650
Interest income	25,328	–	25,328	48,164	–	48,164
Other income	7,502,251	–	7,502,251	7,228,049	–	7,228,049
Total revenues and other support	43,184,473	–	43,184,473	39,611,861	–	39,611,861
Operating expenses:						
Program services:						
Children and adolescents	5,834,861	–	5,834,861	5,488,616	–	5,488,616
Emergency services	2,885,744	–	2,885,744	2,866,477	–	2,866,477
Vocational services	686,963	–	686,963	659,686	–	659,686
Noneligibles	1,721,439	–	1,721,439	1,738,729	–	1,738,729
Multiservice team	10,188,358	–	10,188,358	9,843,326	–	9,843,326
ACT team	4,391,943	–	4,391,943	4,194,118	–	4,194,118
Crisis unit	6,305,765	–	6,305,765	5,791,325	–	5,791,325
Community residences and support living	1,476,769	–	1,476,769	1,534,011	–	1,534,011
HUD residences	139,905	–	139,905	153,781	–	153,781
Housing bridge program	485,130	–	485,130	423,615	–	423,615
Other	2,446,068	–	2,446,068	1,862,359	–	1,862,359
Total program services	36,562,945	–	36,562,945	34,556,043	–	34,556,043
Support services:						
Management and general	3,652,098	–	3,652,098	3,532,923	–	3,532,923
Operating property	589,935	–	589,935	574,967	–	574,967
Interest expense	373,498	–	373,498	274,867	–	274,867
Total operating expenses	41,178,476	–	41,178,476	38,938,800	–	38,938,800
Income from operations	2,005,997	–	2,005,997	673,061	–	673,061

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	Year Ended June 30, 2021			Year Ended June 30, 2020		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
Income from operations	$ 2,005,997	$ –	$ 2,005,997	$ 673,061	$ –	$ 673,061
Nonoperating revenue (expenses):						
Commercial rental income	402,911	–	402,911	401,003	–	401,003
Rental property expense	(306,716)	–	(306,716)	(298,934)	–	(298,934)
Contributions	293,043	7,070	300,113	219,257	4,475	223,732
Net investment return	1,121,768	83,513	1,205,281	142,543	17,628	160,171
Dues	(5,040)	–	(5,040)	(5,040)	–	(5,040)
Donations to charitable organizations	–	(41,957)	(41,957)	–	–	–
Miscellaneous expenses	(3,536)	–	(3,536)	(3,499)	–	(3,499)
Nonoperating revenue, net	1,502,430	48,626	1,551,056	455,330	22,103	477,433
Excess of revenues over expenses	3,508,427	48,626	3,557,053	1,128,391	22,103	1,150,494
Increase in net assets	3,508,427	48,626	3,557,053	1,128,391	22,103	1,150,494
Net assets at beginning of year	16,692,343	441,595	17,133,938	15,563,952	419,492	15,983,444
Net assets at end of year	$20,200,770	$490,221	$20,690,991	$16,692,343	$441,595	$17,133,938

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2021

								Mental Health		
	Total Agency	Admin-istration	Total Center Programs	Child/ Adolescents	Emer-gency Services	Voca-tional Services	Non-Eligibles	Multi Service Team	ACT Team	Crisis Unit
Personnel costs:										
Salary and wages	$26,341,843	$ 2,262,815	$24,043,033	$4,068,523	$1,975,312	$ 397,322	$1,216,067	$ 6,866,994	$2,915,396	$3,987,676
Employee benefits	6,547,426	730,361	5,809,206	1,043,623	471,359	102,241	217,253	1,660,254	749,446	947,223
Payroll taxes	1,947,192	160,804	1,783,634	300,819	148,110	31,131	91,774	495,283	216,111	314,815
	34,836,461	3,153,980	31,635,873	5,412,965	2,594,781	530,694	1,525,094	9,022,531	3,880,953	5,249,714
Professional fees:										
Client evaluation/services	83,425	62,041	21,384	(5,292)	–	2,239	28,658	11,279	4,618	4,057
Audit fees	89,442	8,542	80,900	14,436	6,189	1,887	5,492	22,852	11,520	11,699
Legal fees	19,247	1,388	17,859	2,295	984	829	873	6,707	3,214	1,860
Other professional fees/consultants	103,339	10,241	53,248	10,868	5,056	1,422	4,055	14,456	7,458	6,755
Staff development and training:										
Journals and publications	13,980	1,123	12,857	1,645	536	163	475	1,977	996	1,273
Conferences/conventions	55,395	3,990	51,405	9,805	5,331	357	1,426	14,783	7,553	5,399
Other staff development	204,973	9,405	195,568	11,553	31,340	29,717	372	35,595	7,335	57,241
Occupancy costs:										
Rent	9,600	9,600	–	–	–	–	–	–	–	–
Heating costs	13,333	–	8,073	–	–	–	–	–	–	–
Other utilities	395,067	10,563	210,010	–	28,547	6,870	–	35,335	23,436	76,633
Maintenance and repairs	778,805	18,093	478,303	7,098	35,312	19,876	3,977	109,154	41,118	172,337
Other occupancy costs	239,235	40	48,260	–	109	654	–	3,361	1,329	37,039
Rent subsidies	306,580	–	306,580	–	–	–	–	–	–	–
Consumable supplies:										
Office	200,932	66,201	134,731	14,624	10,847	4,052	11,061	40,276	13,161	19,891
Building/household	78,966	2,210	66,432	1,104	4,494	882	420	5,544	2,382	45,402
Educational/training	623,514	7,656	615,858	21,224	7,963	218	13,841	223,392	39,398	143,588
Food	103,604	98	77,937	2	–	–	–	–	9	73,286
Medical	73,854	1,713	72,141	1,524	653	148	223	9,161	1,586	57,355
Other consumable supplies	876,189	139,331	736,858	130,119	58,148	16,961	49,006	204,446	102,532	104,977
Depreciation - equipment	238,996	21,818	217,178	36,385	16,448	7,700	12,634	59,203	27,647	39,151
Depreciation - building	518,845	12,295	222,855	5,806	10,574	11,516	3,339	63,570	23,275	73,429
Equipment maintenance	19,696	1,616	18,080	3,840	1,013	362	2,250	4,762	2,024	1,914
Advertising	85,407	7,303	78,104	12,604	5,537	1,635	5,759	19,822	9,959	11,089
Printing	14,111	826	13,285	1,654	1,078	63	1,136	1,350	348	1,402
Telephone/communication	479,655	31,983	447,672	57,179	26,779	30,003	29,696	159,863	72,194	47,645
Postage and shipping	54,814	23,529	31,285	4,269	3,580	558	1,624	6,758	3,406	8,420
Transportation:										
Staff	155,564	1,176	153,851	26,509	7,174	11,261	–	28,781	62,454	4,585
Clients	5,067	–	5,067	–	–	–	–	–	–	3,537
Insurance:–										
Malpractice and bonding	111,688	17,773	92,605	16,525	7,085	2,160	6,286	26,159	13,188	13,392
Vehicles	8,756	836	7,920	1,413	606	185	538	2,237	1,128	1,145
Comprehensive property/liability	148,459	13,733	130,526	23,209	9,951	3,034	8,829	36,741	18,522	18,809
Membership dues	53,661	4,131	44,490	6,982	2,994	913	2,656	11,053	5,572	5,808
Interest expense	373,498	4,192	40,557	7,085	3,038	1,029	2,695	11,747	5,865	5,742
Other expenditures	161,567	(20,589)	135,845	4,516	2,635	604	1,719	7,210	3,628	6,933
Total expenditures	41,535,725	3,626,837	36,463,597	5,841,946	2,888,782	687,992	1,724,134	10,200,105	4,397,808	6,311,507
Administration allocation	–	(3,626,837)	3,626,837	595,154	311,715	76,445	190,330	1,051,730	465,334	668,470
Total expenses	$41,535,725	$ –	$40,090,434	$6,437,100	$3,200,497	$ 764,437	$1,914,464	$11,251,835	$4,863,142	$6,979,977

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	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	$ 273,159	$ 596,108	$ 43,805	$1,575,146	$ 127,525	$ –	$ –	$ 18,840	$ 17,155	$ –
Employee benefits	82,694	175,196	10,319	330,119	19,479	–	–	7,859	–	–
Payroll taxes	21,464	48,098	3,263	104,424	8,342	–	–	2,754	–	–
	377,317	819,402	57,387	2,009,689	155,346	–	–	29,453	17,155	–
Professional fees:										
Client evaluation/services	–	–	89	(24,264)	–	–	–	–	–	–
Audit fees	993	3,059	358	2,415	–	–	–	–	–	–
Legal fees	158	486	69	384	–	–	–	–	–	–
Other professional fees/consultants	611	1,893	265	409	–	26,219	13,631	–	–	–
Staff development and training:										
Journals and publications	86	837	706	4,163	–	–	–	–	–	–
Conferences/conventions	387	2,520	35	3,809	–	–	–	–	–	–
Other staff development	6,853	6,474	51	9,037	–	–	–	–	–	–
Occupancy costs:										
Rent	–	–	–	–	–	–	–	–	–	–
Heating costs	–	8,073	–	–	–	–	–	–	5,260	–
Other utilities	–	33,111	368	5,710	–	108,057	56,181	–	10,256	–
Maintenance and repairs	165	77,319	1,070	10,718	159	159,731	83,047	–	39,631	–
Other occupancy costs	95	5,617	35	21	–	122,337	63,605	–	4,993	–
Rent subsidies	–	–	–	–	306,580	–	–	–	–	–
Consumable supplies:										
Office	1,115	3,546	266	14,643	1,249	–	–	–	–	–
Building/household	162	4,986	67	989	–	–	–	–	10,324	–
Educational/training	1,043	3,432	453	148,050	13,256	–	–	–	–	–
Food	–	4,580	–	39	21	–	–	–	25,569	–
Medical	29	84	60	1,318	–	–	–	–	–	–
Other consumable supplies	9,016	28,751	3,179	24,632	5,091	–	–	–	–	–
Depreciation - equipment	2,385	8,978	1,062	5,585	–	–	–	–	–	–
Depreciation - building	–	26,782	4,351	213	–	173,591	90,252	–	19,852	–
Equipment maintenance	162	501	60	1,192	–	–	–	–	–	–
Advertising	858	2,643	310	7,888	–	–	–	–	–	–
Printing	28	87	11	6,117	11	–	–	–	–	–
Telephone/communication	1,002	8,396	1,223	12,620	1,072	–	–	–	–	–
Postage and shipping	294	905	106	1,340	25	–	–	–	–	–
Transportation:										
Staff	1,014	1,954	–	9,251	868	–	–	–	537	–
Clients	–	1,257	–	273	–	–	–	–	–	–
Insurance:										
Malpractice and bonding	1,136	3,501	409	2,764	–	–	–	–	1,310	–
Vehicles	97	299	35	237	–	–	–	–	–	–
Comprehensive property/liability	1,596	4,918	575	3,883	459	–	–	–	4,200	–
Membership dues	480	1,630	4,153	2,249	–	–	–	–	–	5,040
Interest expense	487	1,502	181	1,186	–	326,666	–	–	2,083	–
Other expenditures	308	3,358	112	103,829	993	–	–	–	818	45,493
Total expenditures	407,877	1,070,881	77,046	2,370,389	485,130	916,601	306,716	29,453	141,988	50,533
Administration allocation	48,440	108,569	7,959	86,987	15,704	–	–	–	–	–
Total program expenses	$ 456,317	$1,179,450	$ 85,005	$2,457,376	$ 500,834	$ 916,601	$ 306,716	$ 29,453	$ 141,988	$ 50,533

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2020

	Total Agency	Admin-istration	Total Center Programs	Child/ Adolescents	Emer-gency Services	Voca-tional Services	Non-Eligibles	Mental Health Multi Service Team	Mental Health ACT Team	Mental Health Crisis Unit
Personnel costs:										
Salary and wages	$25,258,684	$ 2,251,696	$22,970,993	$3,827,730	$2,015,786	$ 366,986	$1,283,087	$ 6,662,662	$2,793,674	$3,732,773
Employee benefits	5,677,303	624,308	5,045,136	909,639	428,435	102,566	191,021	1,473,889	667,983	764,886
Payroll taxes	1,888,522	157,856	1,727,912	283,991	149,448	37,593	96,868	492,747	209,341	289,504
	32,824,509	3,033,860	29,744,041	5,021,360	2,593,669	507,145	1,570,976	8,629,298	3,670,998	4,787,163
Professional fees:										
Client evaluation/services	59,976	44,366	15,610	(5,228)	2,518	(501)	(1,755)	13,969	(924)	10,547
Audit fees	75,816	7,205	68,611	12,170	5,222	1,594	4,631	19,280	9,716	9,869
Legal fees	63,894	16,030	47,864	6,645	2,826	1,988	2,506	16,975	8,199	5,341
Other professional fees/consultants	113,098	10,337	63,161	11,500	5,953	1,664	4,020	16,101	8,636	7,631
Staff development and training:										
Journals and publications	17,979	1,521	16,458	1,506	646	197	573	2,917	1,202	1,482
In-service training	70	–	70	–	–	–	–	–	–	–
Conferences/conventions	86,158	9,711	76,447	10,838	8,672	544	4,182	20,581	6,860	8,173
Other staff development	160,492	17,927	142,565	5,824	10,958	29,725	2,213	22,625	25,972	33,149
Occupancy costs:										
Rent	8,800	8,800	–	–	–	–	–	–	–	–
Heating costs	12,510	–	7,438	–	–	–	–	–	–	–
Other utilities	395,088	9,018	222,131	–	24,370	8,726	–	44,880	17,807	70,450
Maintenance and repairs	832,760	24,826	503,465	12,398	32,201	22,577	1,915	122,901	47,324	171,656
Other occupancy costs	243,690	635	63,856	2,024	35	150	994	1,560	401	25,573
Rent subsidies	332,329	–	332,329	–	–	–	–	–	–	–
Consumable supplies:										
Office	265,787	63,186	202,601	44,300	9,622	6,058	14,506	60,689	18,185	15,247
Building/household	83,421	2,724	71,334	276	5,474	1,506	105	7,999	3,212	44,708
Educational/training	541,483	4,023	537,460	26,048	4,474	2,156	8,301	273,374	40,113	128,936
Food	106,944	226	78,577	436	5	7	25	130	69	72,120
Medical	98,051	1,472	96,579	2,581	1,093	321	933	18,921	2,779	48,198
Other consumable supplies	667,568	86,768	580,800	96,932	41,104	13,012	37,319	154,790	76,736	86,106
Depreciation - equipment	205,228	16,107	189,121	34,121	12,189	6,882	9,590	46,307	28,626	35,954
Depreciation - building	495,143	10,298	217,915	5,806	8,521	11,278	3,339	62,347	22,792	69,836
Equipment maintenance	22,372	2,599	19,773	2,683	1,156	596	1,016	5,659	2,746	2,710
Advertising	83,413	7,733	75,680	10,746	4,568	1,394	5,009	16,922	8,491	9,224
Printing	38,138	12,068	26,070	4,437	1,257	312	4,048	6,052	1,190	2,773
Telephone/communication	436,278	30,330	405,948	58,573	29,774	21,870	30,368	110,672	50,823	64,376
Postage and shipping	57,569	28,882	28,687	4,835	2,333	633	1,796	7,641	3,860	4,678
Transportation:										
Staff	190,781	2,692	187,115	34,289	21,930	8,919	321	28,445	71,639	3,870
Clients	7,952	–	7,952	–	68	–	–	16	–	3,359
Insurance:										
Malpractice and bonding	78,060	7,293	69,459	12,321	5,287	1,613	4,688	19,519	9,838	9,991
Vehicles	8,167	776	7,391	1,311	562	172	499	2,076	1,046	1,063
Comprehensive property/liability	127,618	11,248	112,170	18,998	8,152	2,488	7,229	30,098	15,168	15,406
Membership dues	43,286	3,742	34,504	5,103	2,191	668	1,942	8,086	4,076	4,439
Interest expense	274,867	814	7,710	1,376	590	180	523	2,178	1,098	1,115
Other expenditures	186,978	27,067	149,080	45,783	19,647	5,992	17,440	72,496	36,538	37,297
Total expenditures	39,246,273	3,504,284	34,409,972	5,489,992	2,867,067	659,866	1,739,252	9,845,504	4,195,216	5,792,440
Administration allocation	–	(3,504,284)	3,504,284	564,357	293,070	68,664	177,717	993,388	433,516	603,959
Total expenses	$39,246,273	$ –	$37,914,256	$6,054,349	$3,160,137	$ 728,530	$1,916,969	$10,838,892	$4,628,732	$6,396,399

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	Center							Amoskeag		Foundation
	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	–	–
	412,661	794,303	59,701	1,620,650	76,117	–	–	29,453	17,155	–
Professional fees:										
Client evaluation/services	4	12	(56)	(2,976)	–	–	–	–	–	–
Audit fees	836	2,581	303	2,409	–	–	–	–	–	–
Legal fees	452	1,396	190	1,346	–	–	–	–	–	–
Other professional fees/consultants	706	2,183	1,060	3,707	–	26,054	13,546	–	–	–
Staff development and training:										
Journals and publications	103	891	38	6,903	–	–	–	–	–	–
In-service training	–	–	–	70	–	–	–	–	–	–
Conferences/conventions	585	809	92	15,111	–	–	–	–	–	–
Other staff development	5,114	5,442	17	1,526	–	–	–	–	–	–
Occupancy costs:										
Rent	–	–	–	–	–	–	–	–	–	–
Heating costs	–	7,438	–	–	–	–	–	–	5,072	–
Other utilities	–	49,217	467	4,874	1,340	100,957	52,489	–	10,493	–
Maintenance and repairs	171	79,901	1,248	11,173	–	171,472	89,151	–	43,846	–
Other occupancy costs	3	12,309	5	20,149	653	114,722	59,645	–	4,832	–
Rent subsidies	–	–	–	–	332,329	–	–	–	–	–
Consumable supplies:										
Office	443	3,712	(167)	30,006	–	–	–	–	–	–
Building/household	407	6,406	85	1,156	–	–	–	–	9,363	–
Educational/training	657	8,429	163	44,809	–	–	–	–	–	–
Food	6	5,138	1	640	–	–	–	–	28,141	–
Medical	168	520	61	21,004	–	–	–	–	–	–
Other consumable supplies	6,697	19,308	2,386	43,825	2,585	–	–	–	–	–
Depreciation - equipment	1,969	7,176	857	5,450	–	–	–	–	–	–
Depreciation - building	–	29,490	4,339	167	–	161,762	84,103	–	21,065	–
Equipment maintenance	179	552	71	2,405	–	–	–	–	–	–
Advertising	730	2,255	265	16,076	–	–	–	–	–	–
Printing	69	214	32	5,686	–	–	–	–	–	–
Telephone/communication	5,870	22,828	824	9,970	–	–	–	–	–	–
Postage and shipping	332	1,026	121	1,157	275	–	–	–	–	–
Transportation:										
Staff	1,675	2,441	29	12,566	991	–	–	–	974	–
Clients	–	4,503	–	6	–	–	–	–	–	–
Insurance:										
Malpractice and bonding	846	2,613	307	2,436	–	–	–	–	1,308	–
Vehicles	90	278	33	261	–	–	–	–	–	–
Comprehensive property/liability	1,304	4,029	473	3,776	5,049	–	–	–	4,200	–
Membership dues	350	1,271	4,306	2,072	–	–	–	–	–	5,040
Interest expense	95	291	34	230	–	263,302	–	–	3,041	–
Other expenditures	3,211	9,702	1,134	(104,436)	4,276	–	–	–	7,332	3,499
Total expenditures	445,733	1,088,664	78,419	1,784,204	423,615	838,269	298,934	29,453	156,822	8,539
Administration allocation	44,002	113,724	8,147	203,740	–	–	–	–	–	–
Total program expenses	$ 489,735	$1,202,388	$ 86,566	$1,987,944	$ 423,615	$ 838,269	$ 298,934	$ 29,453	$ 156,822	$ 8,539

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2021 and 2020

	2021	2020
Cash flows from operating activities:		
Change in net assets	$ 3,557,053	$ 1,150,494
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	757,841	700,371
Amortization of debt issuance costs	10,461	10,461
Restricted contributions	(7,070)	(4,475)
Net realized and unrealized gains on investments	(1,095,838)	(49,761)
Change in operating assets and liabilities:		
Patient accounts receivable	1,172,594	(307,550)
Other accounts receivable	791,233	(1,811,125)
Prepaid expenses	25,918	(61,700)
Accounts payable	119,628	(190,884)
Accrued payroll, vacation and other accruals	342,481	624,386
Deferred revenue	(54,822)	(11,482)
Accrual for estimated third-party payor settlements	–	(99,218)
Amounts held for patients and other deposits	(651)	1,522
Postretirement benefit obligation	(12,479)	2,321
Extended illness leave	4,737	23,744
Net cash provided (used) by operating activities	5,611,086	(22,896)
Cash flows from investing activities:		
Purchases of property and equipment	(572,116)	(1,111,420)
Change in assets whose use is limited or restricted	(48,626)	(22,103)
Proceeds from sale of investments	2,015,905	1,677,303
Purchases of investments	(2,066,949)	(1,681,702)
Net cash used by investing activities	(671,786)	(1,137,922)
Cash flows from financing activities:		
Restricted contributions	7,070	4,475
Proceeds from issuance of long-term debt	–	4,390,000
Payments on long-term debt	(234,990)	(164,869)
Net cash (used) provided by financing activities	(227,920)	4,229,606
Net change in cash, restricted cash and cash equivalents	4,711,380	3,068,788
Cash, cash equivalents and restricted cash at beginning of year	9,618,771	6,549,983
Cash, cash equivalents and restricted cash at end of year	$14,330,151	$ 9,618,771
Supplemental disclosures:		
Interest paid	$ 357,832	$ 198,142

See accompanying notes.

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1. Summary of Significant Accounting Policies

Nature of Operations

The Mental Health Center of Greater Manchester, Inc. (the Center) is a not-for-profit corporation organized under New Hampshire law to provide services in the areas of mental health, and related nonmental health programs. The Center is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Amoskeag Residences, Inc. (Amoskeag), a not-for-profit corporation formed through the Center, was organized to acquire real property in Manchester, New Hampshire and to operate thereon a project group home under a Section 202 direct loan of the National Housing Act. The project is regulated by the United States Department of Housing and Urban Development (HUD), and serves on average 12 chronically mentally ill individuals in New Hampshire. Amoskeag received funding under Section 8 of the National Housing Act and is subject to a housing assistance payments agreement.

In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the Foundation) became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center. The Foundation had two additional affiliates, MMH Realty Corporation (Realty) and Manchester Mental Health Ventures Corporation (Ventures), both of which were formally dissolved during the year ended June 30, 2021.

In July 2017, the Center acquired commercial real estate in Manchester, New Hampshire that it previously leased a portion of. As of June 30, 2021, the Center occupies approximately 43,000 square feet of the approximately 65,000 square feet in the building (the Center occupied 43,000 square feet as of June 30, 2020). 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 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 consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

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1. Summary of Significant Accounting Policies (Continued)

Income Taxes

The Organization consists of not-for-profit entities as described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. The Organization believes that it has appropriate support for the income tax positions taken and to be taken, and that its accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Management evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income, has taken no significant uncertain tax positions that require disclosure in the accompanying consolidated financial statements and has no material liability for unrecognized tax benefits.

Cash, Cash Equivalents and Restricted Cash

The Organization considers cash in bank and all other highly liquid investments with an original maturity of three months or less to be cash and cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk on these accounts.

Restricted cash consists of cash received by the Organization for resident deposits and replacement reserves as required by HUD. The cash received is recorded as restricted cash and a corresponding payable or deposit liability is recorded in the accompanying consolidated statements of financial position. The Organization maintains its restricted cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced losses in such accounts and believes it is not exposed to any significant risks on these accounts.

In accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*, cash and restricted cash are presented together in the consolidated statement of cash flows.

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated statements of financial position at that sum to the total of the same such amounts shown in the consolidated statements of cash flows:

	2021	2020
Cash and cash equivalents	$14,209,783	$9,525,985
Restricted cash	120,368	92,786
Total cash, cash equivalents and restricted cash	$14,330,151	$9,618,771

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1. Summary of Significant Accounting Policies (Continued)

Patient Accounts Receivable

Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. The estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than an allowance for doubtful accounts. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical writeoffs and expected net collections, business and economic conditions, and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections as a primary source of information in estimating the collectability of its accounts receivable. Management believes its regular updates to the implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.

Other Accounts Receivable

Other accounts receivable consists of amounts due from various grants and contracts entered into with the State of New Hampshire and federal government related to providing mental health services, amounts due from third-party managed care organizations and amounts due for services provided to other not-for-profit organizations. The amounts due from not-for-profit organizations and state and federal grants billed to the respective agencies are expected to be fully collectible. Accordingly, no allowance for doubtful amounts has been established. Amounts due from third-party managed care organizations represent management's best estimate of variable consideration expected to be received, and has been constrained to ensure a significant reversal of revenue will not occur.

Property and Equipment

Property and equipment are carried at cost if purchased or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years. Maintenance and repairs are charged to expense as incurred. At June 30, 2021, the Organization has outstanding construction commitments totaling approximately $2,500,000 to expand an existing facility. Construction is expected to commence in March 2022 and be completed in September 2022.

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1. Summary of Significant Accounting Policies (Continued)

Debt Issuance Costs

Costs associated with the issuance of long-term debt are initially capitalized and amortized to interest expense over the respective life of the related obligation. The unamortized portion of debt issuance costs is presented as a component of long-term debt.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Program Service Fees

Program service fee revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These revenues generally relate to contracts with patients in which the Organization's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for services are generally satisfied over a period of less than one day.

The contractual relationships with patients, in most cases, also involve a third-party payor (Medicaid, Medicare, managed care organizations and commercial insurance companies) and the transaction prices for the services provided are dependent upon the terms provided by Medicaid, Medicare, managed care organizations and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. The Organization receives reimbursement from Medicare, Medicaid and insurance companies at defined rates for services to clients covered by such third-party payor programs. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

Settlements with third-party payors are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Organization's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated the adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known.

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1. Summary of Significant Accounting Policies (Continued)

Rental Income

Rental income from operating leases leased by third parties is recognized over time on a straight-line basis in nonoperating revenue (expenses) over the noncancelable term of the related leases. Recognition of rental income commences when the tenant takes control of the space. Judgment is required to determine when a tenant takes control of the space, and accordingly, when to commence the recognition of rent. The Organization's leases generally provide for minimum rent and contain renewal options.

State and Federal Grant Revenue and Expenditures

The Center receives a number of grants from, and has entered into various contracts with, the State of New Hampshire and Federal government related to providing mental health services. Revenues and expenses under state and federal grant programs are recognized over time as the related expenditure is incurred. Grant monies that are advanced to the Organization prior to fiscal year end are recorded as deferred revenue until such time funds are expended.

Other Income

Other income predominately pertains to the portion of Medicaid capitated payments that exceed the standard fee for service reimbursement (based on a Department of Health and Human Services rate schedule) that the Center receives. Capitation is a payment methodology under which a provider receives a fixed amount per person to provide health care services to a specified population of patients during a specified time period. The Center is paid the fixed amount per person regardless of whether that person receives services or not. Other components of other income include meaningful use revenues, Medicaid directed payments, and other miscellaneous sources of income that are recognized when earned or upon receipt if the ultimate payment to be received is not estimable.

Performance Indicator

Excess of revenues over expenses is comprised of operating revenues and expenses and nonoperating revenues and expenses. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral or incidental transactions are reported as nonoperating revenues or expenses, which include contributions, rental activities, net investment return, other nonoperating expenses, and contributions to charitable organizations.

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restrictions and reported in the consolidated statement of operations as either net assets released from restrictions for operations (for noncapital-related items) or net assets released from restrictions for property, plant and equipment (for capital-related items). Some restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity.

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1. Summary of Significant Accounting Policies (Continued)

Except for contributions related to capital purchases, donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying consolidated financial statements.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted consist of donor-restricted funds.

Investments and Investment Income

Investments, including assets whose use is limited or restricted, are measured at fair value in the consolidated statements of financial position. Interest income on operating cash is reported within operating revenues. Net investment return on investments and assets whose use is limited or restricted (including realized and unrealized gains and losses on investments, investment fees and interest and dividends) is reported as nonoperating revenues and expenses. The Organization has elected to reflect changes in the fair value of investments and assets whose use is limited or restricted, including both increases and decreases in value whether realized or unrealized in nonoperating revenues or expenses.

Investment Return Objectives, Risk Parameters and Strategies

The Foundation has board designated and endowment assets. The Foundation has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Spending Policy for Appropriation of Assets for Expenditure

The Board of Directors of the Foundation determines the method to be used to appropriate endowment funds for expenditure. As a guideline, approximately 5% of the total value of the three year quarterly average of available funds is intended to be distributed annually. The corresponding calculated spending allocations are distributed in an annual installment from the current net total or accumulated net total investment returns for individual endowment funds. In establishing this policy, the Board of Directors considered the expected long term rate of return on its endowment. No amounts were appropriated for expenditure during the year ended June 30, 2021.

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1. Summary of Significant Accounting Policies (Continued)

Retirement Benefits

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employee's contributions are matched by the Center up to 5% of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was $709,932 and $670,556 for the years ended June 30, 2021 and 2020, 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 $45,395 and $37,999 during the years ended June 30, 2021 and 2020, respectively. The Center expects to make employer contributions totaling $27,900 for the fiscal year ending June 30, 2022. 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:

	2021	2020
Statement of financial position liability at beginning of year	$(484,285)	$(460,541)
Net actuarial gain (loss) arising during the year	4,974	(1,270)
Increase from current year service and interest cost	(50,465)	(48,172)
Contribution made during the year	40,754	25,698
Statement of financial position liability at end of year	$(489,022)	$(484,285)

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 $3,434 and $4,388 during the years ended June 30, 2021 and 2020, respectively. The Center expects to make employer contributions totaling $10,000 for the fiscal year ending June 30, 2022.

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1. Summary of Significant Accounting Policies (Continued)

The following table sets forth the change in the Center's postretirement health benefit plan liability, as calculated by a third party actuary during the years ended June 30:

	2021	2020
Statement of financial position liability at beginning of year	$ (70,993)	$ (68,672)
Net actuarial gain (loss) arising during the year	312	(12,907)
Increase from current year service and interest cost	(1,406)	(2,333)
Contributions made during the year	13,573	12,919
Statement of financial position liability at end of year	$ (58,514)	$ (70,993)

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its consolidated financial statements.

Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in the consolidating statement of functional expenses. Accordingly, costs have been allocated among program services and supporting services benefitted.

Recent Accounting Pronouncements

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Organization on July 1, 2022. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the consolidated financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-02 on the Organization's consolidated financial statements.

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1. Summary of Significant Accounting Policies (Continued)

In September 2020, the FASB Issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets.* ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires organizations to present contributed nonfinancial assets as a separate line item in the statement of activities and disclose the amount of contributed nonfinancial assets recognized within the statement of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the Organization for transactions in which they serve as the resource recipient beginning July 1, 2021, with early adoption permitted. The Organization is currently evaluating the impact of the pending adoption of ASU 2020-07 on its consolidated financial statements.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 pandemic has significantly affected employees, patients, systems, communities and business operations, as well as the U.S. economy as well as certain business segments. In addition, COVID-19 could adversely affect the Organization's financial condition and results of operations if additional restrictions are put in place that limit the Organization's ability to provide in-person services. At the date of these consolidated financial statements, management is unable to quantify the potential effects of this pandemic on future operations.

The Organization believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond control and ability to forecast. Such factors include, but are not limited to, the scope and duration of stay-at-home practices and business closures and restrictions, declines in patient volumes for an indeterminable length of time, increases in the number of uninsured and underinsured patients as a result of higher sustained rates of unemployment, incremental expenses required for supplies and personal protective equipment, and changes in professional and general liability exposure. Because of these and other uncertainties, the Organization cannot estimate the length or severity of the impact of the pandemic on its operations. Decreases in cash flows and results of operations may have an impact on the inputs and assumptions used in significant accounting estimates, including estimated implicit price concessions related to uninsured patient accounts, and professional and general liability reserves.

During the fourth quarter of fiscal 2020, the Organization received $428,451 from the $50 billion general distribution fund from the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act) Provider Relief Fund. These distributions from the Provider Relief Fund are not subject to repayment, provided the Organization is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through June 30, 2020 and 2021, the Organization has determined that it does not qualify to retain the funds and has recorded the full amount of the Provider Relief Funds received within accrued payroll, vacation and other accruals on the accompanying consolidated statements of financial position. The Organization repaid the funds in December 2021.

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1. Summary of Significant Accounting Policies (Continued)

During 2020 and 2021, the Organization successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective for the period of July 1, 2019 through June 30, 2021, and is thereafter reinstated.

Reclassifications

Certain 2020 amounts have been reclassified to permit comparison with the 2021 consolidated financial statements presentation format.

Subsequent Events

Events occurring after the consolidated statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated subsequent events through January 10, 2022 which is the date the consolidated financial statements were available to be issued.

2. Program Service Fees From Third-Party Payors

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid - The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service and case rates.

Approximately 77% and 75% of program service fee revenue 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.

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3. Patient Accounts and Other Receivables

Patient accounts receivable consists of the following at June 30:

	2021	2020
Due from clients	$191,284	$ 409,900
Managed Medicaid	226,030	226,603
Medicaid receivable	269,081	506,570
Medicare receivable	71,902	184,591
Other insurance	90,716	693,943
	$849,013	$2,021,607

Other accounts receivable consists of the following at June 30:

	2021	2020
State and federal grants receivable	$ 903,799	$1,304,371
Amounts due from third-party payors	393,170	886,895
Amounts due from other not-for-profit organizations	327,825	224,761
	$1,624,794	$2,416,027

4. Investments and Assets Whose Use is Limited or Restricted

Investments and assets whose use is limited or restricted are presented in the consolidated financial statements at market value as follows at June 30:

	2021	2020
Cash and cash equivalents	$ 23,801	$ 248,308
Certificate of deposit	258,513	250,000
Fixed income securities	853,612	597,985
Common stock and mutual funds	4,631,612	3,475,737
	$5,767,538	$4,572,030

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4. Investments and Assets Whose Use is Limited or Restricted (Continued)

Investments

Investments, stated at fair value, are comprised of the following at June 30:

	2021	2020
Cash and cash equivalents	$ 21,683	$ 222,938
Certificate of deposit	258,513	250,000
Fixed income securities	777,653	536,887
Common stock and mutual funds	4,219,468	3,120,610
	$5,277,317	$4,130,435

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:

	2021	2020
Donor restricted:		
Cash and cash equivalents	$ 2,118	$ 25,370
Fixed income securities	75,959	61,098
Common stock and mutual funds	412,144	355,127
	$490,221	$441,595

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:

	2021	2020
Interest and dividend income:		
Without donor restrictions	$ 125,706	$117,408
With donor restrictions	9,359	14,519
Investment fees:		
Without donor restrictions	(23,846)	(19,149)
With donor restrictions	(1,776)	(2,368)
Net realized gains:		
Without donor restrictions	238,539	83,530
With donor restrictions	17,759	10,330
Net unrealized gains (losses):		
Without donor restrictions	781,369	(39,246)
With donor restrictions	58,171	(4,853)
	$1,205,281	$160,171

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5. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the Organization for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 - Observable inputs such as quoted prices in active markets;

Level 2 - Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

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, 2021 or 2020.

The following is a description of the valuation methodologies used:

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5. Fair Value Measurements (Continued)

Certificate of Deposit and Fixed Income Securities

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency, which are primarily classified as Level 1 within the fair value hierarchy.

Mutual funds

Mutual funds are valued based on the closing net asset value 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, 2021 and 2020. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

Description	Level 1	Level 2	Level 3	Total
2021				
Cash and cash equivalents	$ 23,801	$ –	$ –	$ 23,801
Certificate of deposit	258,513	–	–	258,513
Fixed income:				
Corporate bonds	853,612	–	–	853,612
Mutual funds:				
Bank loans	107,836	–	–	107,836
Emerging markets bond	45,190	–	–	45,190
Emerging markets equity	220,707	–	–	220,707
Global bond	113,266	–	–	113,266
Intermediate/long-term high quality U.S.	119,332	–	–	119,332
Large cap foreign equity	733,604	–	–	733,604
Large cap U.S. blend equity	1,458,500	–	–	1,458,500
Large cap U.S. growth equity	265,710	–	–	265,710
Large cap U.S. value equity	301,451	–	–	301,451
Market neutral	79,489	–	–	79,489
Sector	455,658	–	–	455,658
Short-term bond	150,310	–	–	150,310
Small cap U.S. value equity	267,085	–	–	267,085
Strategic income	223,212	–	–	223,212
Tactical	90,262	–	–	90,262
	$5,767,538	$ –	$ –	$5,767,538

5. Fair Value Measurements (Continued)

Description	Level 1	Level 2	Level 3	Total
2020				
Cash and cash equivalents	$ 248,308	$ –	$ –	$ 248,308
Certificate of deposit	250,000	–	–	250,000
Fixed income:				
Corporate bonds	597,985	–	–	597,985
Mutual funds:				
Bank loans	73,294	–	–	73,294
Emerging markets bond	18,149	–	–	18,149
Intermediate/long-term high quality U.S.	237,761	–	–	237,761
Large cap foreign equity	485,055	–	–	485,055
Large cap U.S. blend equity	1,136,270	–	–	1,136,270
Large cap U.S. growth equity	296,958	–	–	296,958
Large cap U.S. value equity	269,324	–	–	269,324
Sector	376,420	–	–	376,420
Short-term bond	111,087	–	–	111,087
Small cap foreign/emerging market equity	153,129	–	–	153,129
Strategic income	245,111	–	–	245,111
Tactical	73,179	–	–	73,179
	$4,572,030	$ –	$ –	$4,572,030

6. Property and Equipment

Property and equipment consisted of the following at June 30:

	2021	2020
Operating properties:		
Land	$ 1,902,002	$ 1,902,002
Buildings and improvements	14,237,690	14,105,361
Furniture and equipment	3,241,401	2,795,166
	19,381,093	18,802,529
Less accumulated depreciation	(7,968,036)	(7,300,447)
	11,413,057	11,502,082
Commercial rental properties:		
Land	249,026	249,026
Buildings and improvements	3,228,030	3,234,478
	3,477,056	3,483,504
Less accumulated depreciation	(315,427)	(225,175)
	3,161,629	3,258,329
	$14,574,686	$14,760,411

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6. Property and Equipment (Continued)

Depreciation expense for the year ended June 30, 2021 was $757,841 of which $667,589 is reflected in operations and $90,252 is reflected in nonoperating activity related to rental properties. 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.

7. Deferred Revenue

Deferred revenue consisted of the following at June 30:

	2021	2020
Cenpatico cap adjustment	$ –	$ 80,237
Granite State UW BMBF Youth grant	–	8,671
TUFTS Senior Grant	55,000	–
Miscellaneous deferred revenue	13,785	26,863
Pearl Manor Seniors Initiative Grant	12,722	18,358
People With Disabilities First Aid Grant	9,650	11,850
	$91,157	$145,979

8. Line of Credit

As of June 30, 2021 and 2020, 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, 2021 and 2020. The line is secured by all business assets of the Center and was not utilized as of June 30, 2021. These funds are available with interest charged at TD Bank, N.A. base rate (3.25% as of June 30, 2021). The line of credit is due on demand and is set to expire on April 30, 2022.

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9. Long-Term Debt

On April 20, 2020, the Organization entered into a promissory note for an unsecured loan in the amount of $4,390,000 through the Paycheck Protection Program (PPP) established by the CARES Act and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses of the qualifying organization. The loan and accrued interest had original terms that were forgivable as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels for an eight-week period or a 24-week covered period, as defined. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the covered period. Certain modifications to PPP loan terms were signed into law in June 2020 and October 2020 that changed the forgiveness, covered period, deferral period and forgiveness periods. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19 and the resulting detrimental impact on the Organization's operations. The loan bears interest at 1.0%, with principal and interest payments deferred until the date the SBA remits forgiveness to the lender or ten months following the end of the covered period. After that, the loan and interest would be paid back over a period of two years, if the loan is not forgiven under the terms of the PPP.

The Organization applied for full forgiveness in May 2021, as it believed it used the proceeds for purposes consistent with the PPP. On August 2, 2021, the Organization received approval for full forgiveness from the SBA. The Organization has accounted for the PPP loan in accordance with FASB ASC Topic 470, *Debt*, and included the full $4,390,000 as a component of long-term debt until forgiveness was received. Upon receiving full forgiveness during the year ended June 30, 2022, the Organization will record a gain on extinguishment of long-term debt for the full $4,390,000.

Long-term debt consisted of the following at June 30:

	2021	2020
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	1,170,293	1,392,708
Note payable to a bank, due July 2025, monthly principal and interest payments of $1,221 at a 3.27% interest rate. Secured by specific real estate	55,960	68,535
PPP loan	4,390,000	4,390,000
	11,376,253	11,611,243
Less current portion	(219,207)	(218,850)
Less unamortized debt issuance costs	(63,637)	(74,098)
	$11,093,409	$11,318,295

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9. Long-Term Debt (Continued)

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, 2021, the Organization was in compliance with these restrictive covenants.

Aggregate principal payments on long-term debt, excluding the PPP loan, due within the next five years and thereafter are as follows:

Year ending June 30:	
2022	$ 219,207
2023	217,630
2024	218,080
2025	217,811
2026	284,397
Thereafter	5,829,128
	$6,986,253

Interest expense for the years ending June 30, 2021 and 2020 was $373,498 and $274,867, respectively. In accordance with ASU 2015-03, the amortization of debt issuance costs of $10,461 is reflected in interest expense at June 30, 2021 and 2020. The remaining balance of $363,037 and $264,406, respectively, is interest related to the above debt for the years ended June 30, 2021 and 2020, 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, 2021 are as follows:

2022	$ 79,150
2023	38,853
2024	10,508
2025	1,255
	$129,766

Rent expense incurred by the Center was $116,031 and $103,898 for the years ended June 30, 2021 and 2020, respectively.

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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, 2021 are as follows:

2022	$ 367,237
2023	297,812
2024	296,245
2025	194,205
2026	141,626
Thereafter	41,010
	$1,338,135

Rental revenue related to these noncancelable operating leases was $402,911 and $401,003 for the years ended June 30, 2021 and 2020, respectively.

12. Concentrations of Credit Risk

The Foundation holds investments with LPL Financial totaling $5,509,025 and $4,322,030 as of June 30, 2021 and 2020, respectively. Of this amount $5,009,025 and $3,822,030, respectively, is in excess of SIPC coverage of $500,000 and is uninsured at June 30, 2021 and 2020, 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:

	2021	2020
Due from clients	39%	41%
Managed Medicaid	10	12
Medicaid receivable	10	15
Medicare receivable	4	8
Other insurance	37	24
	100%	100%

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13. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30:

	2021	2020
Purpose restriction:		
Educational scholarships and program related activities	$257,924	$209,298
Perpetual in nature:		
Investments to be held in perpetuity, the income from which is restricted to support educational scholarships and program related activities	232,297	232,297
	$490,221	$441,595

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, 2021:

Financial assets at year end:	
Cash and cash equivalents	$14,209,783
Patient accounts receivable	849,013
Other accounts receivable	1,624,794
Investments	5,277,317
Financial assets available to meet general expenditures within one year	$21,960,907

The Foundation receives contributions restricted by donors, and considers contributions restricted for programs which are ongoing, major and central to its annual operations to be available to meet cash needs for general expenditures.

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Supplementary Information

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2021

ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current assets:					
Cash and cash equivalents	$14,075,596	$ 43,916	$ 79,062	$ 11,209	$14,209,783
Restricted cash	4,638	–	115,730	–	120,368
Patient accounts receivable	849,013	–	–	–	849,013
Other accounts receivable	1,623,780	(35)	1,049	–	1,624,794
Due from affiliate	–	821,102	–	(821,102)	–
Investments – short-term	258,513	–	–	–	258,513
Prepaid expenses	530,871	–	691	–	531,562
Total current assets	17,342,411	864,983	196,532	(809,893)	17,594,033
Investments – long-term	–	5,018,804	–	–	5,018,804
Assets whose use is limited or restricted	–	490,221	–	–	490,221
Property and equipment, net of accumulated depreciation	14,426,926	–	147,760	–	14,574,686
Total assets	$31,769,337	$6,374,008	$344,292	$(809,893)	$37,677,744

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LIABILITIES AND NET ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current liabilities:					
Accounts payable	$ 303,975	$ –	$ 2,097	$ –	$ 306,072
Accrued payroll, vacation and other accruals	4,703,925	710	2,586	–	4,707,221
Deferred revenue	91,157	–	–	–	91,157
Due to affiliate	809,893	–	–	(809,893)	–
Current portion of long-term debt	204,192	–	15,015	–	219,207
Amounts held for patients and other deposits	19,923	–	2,228	–	22,151
Total current liabilities	6,133,065	710	21,926	(809,893)	5,345,808
Extended illness leave, long term	489,022	–	–	–	489,022
Post-retirement benefit obligation	58,514	–	–	–	58,514
Long-term debt, less current maturities and unamortized debt issuance costs	11,052,464	–	40,945	–	11,093,409
Total liabilities	17,733,065	710	62,871	(809,893)	16,986,753
Net assets:					
Without donor restrictions	14,036,272	5,883,077	281,421	–	20,200,770
With donor restrictions	–	490,221	–	–	490,221
Total net assets	14,036,272	6,373,298	281,421	–	20,690,991
Total liabilities and net assets	$31,769,337	$6,374,008	$344,292	$(809,893)	$37,677,744

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS

Year Ended June 30, 2021

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Revenues and other support:					
Program service fees	$28,930,106	$ –	$ –	$ –	$28,930,106
Program rental income	136,340	–	–	201,656	337,996
Fees and grants from government agencies	6,388,792	–	–	–	6,388,792
Interest income	25,328	–	–	–	25,328
Other income	7,502,187	–	–	64	7,502,251
Total revenues and other support	42,982,753	–	–	201,720	43,184,473
Operating expenses:					
Program services:					
Children and adolescents	5,834,861	–	–	–	5,834,861
Emergency services	2,885,744	–	–	–	2,885,744
Vocational services	686,963	–	–	–	686,963
Noneligibles	1,721,439	–	–	–	1,721,439
Multiservice team	10,188,358	–	–	–	10,188,358
ACT team	4,391,943	–	–	–	4,391,943
Crisis unit	6,305,765	–	–	–	6,305,765
Community residences and support living	1,476,769	–	–	–	1,476,769
HUD residences	–	–	–	139,905	139,905
Housing bridge program	485,130	–	–	–	485,130
Other	2,446,068	–	–	–	2,446,068
Total program services	36,423,040	–	–	139,905	36,562,945
Support services:					
Management and general	3,622,645	–	–	29,453	3,652,098
Operating property	589,935	–	–	–	589,935
Interest expense	371,415	–	–	2,083	373,498
Total operating expenses	41,007,035	–	–	171,441	41,178,476
Income from operations	1,975,718	–	–	30,279	2,005,997

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2021

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Income from operations	$ 1,975,718	$ –	$ –	$ 30,279	$ 2,005,997
Nonoperating revenue (expenses):					
Rental income	402,911	–	–	–	402,911
Rental property expense	(306,716)	–	–	–	(306,716)
Contributions	290,684	2,359	7,070	–	300,113
Net investment return	–	1,121,768	83,513	–	1,205,281
Dues	–	(5,040)	–	–	(5,040)
Donations to charitable organizations	–	–	(41,957)	–	(41,957)
Miscellaneous expenses	–	(3,536)	–	–	(3,536)
Nonoperating revenue, net	386,879	1,115,551	48,626	–	1,551,056
Excess of revenues over expenses	2,362,597	1,115,551	48,626	30,279	3,557,053
Net transfer (to) from affiliate	(781,715)	781,715	–	–	–
Increase in net assets	1,580,882	1,897,266	48,626	30,279	3,557,053
Net assets at beginning of year	12,455,390	3,985,811	441,595	251,142	17,133,938
Net assets at end of year	$14,036,272	$5,883,077	$490,221	$281,421	$20,690,991

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2021

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2021	$763,954	$2,718,925	$(2,916,248)	$566,631

	Amount
Analysis of receipts:	
Date of receipt/deposit:	
July 13, 2020	$ 141,892
September 2, 2020	251,671
October 5, 2020	391,777
November 2, 2020	112,104
December 24, 2020	278,768
December 28, 2020	885
January 21, 2021	416,958
January 22, 2021	139,384
March 18, 2021	141,154
March 19, 2021	310,159
April 1, 2021	139,384
April 6, 2021	164,635
April 27, 2021	139,884
April 30, 2021	20,208
June 23, 2021	267,385
	$2,916,248

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2021

			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	$ (209,410)	$ –	$ (209,410)	$ (34,518)	$ 165,722	$ (2,603)	$ (58,831)	$ (500,569)
HMO's	2,092,284	–	2,092,284	496,600	243,391	–	461,924	585,327
Blue Cross/Blue Shield	2,416,304	–	2,416,304	448,477	340,069	–	486,498	558,152
Medicaid	22,323,837	–	22,323,837	7,439,458	624,929	301,516	267,310	7,994,247
Medicare	1,380,071	–	1,380,071	1,747	16,975	(91)	241,616	980,440
Other insurance	955,847	–	955,847	197,560	31,197	4,563	147,378	355,923
Other program fees	(28,827)	–	(28,827)	(460)	(10,079)	–	(3,912)	(4,462)
	28,930,106	–	28,930,106	8,548,864	1,412,204	303,385	1,541,983	9,969,058
Local and county government:								
Division for Children, youth and families	3,540	–	3,540	3,540	–	–	–	–
Federal funding path	43,728	–	43,728	–	–	–	–	–
Rental income	337,996	–	136,340	–	–	–	–	–
Interest income	25,328	–	25,328	–	–	–	–	–
BBH:								
Bureau of Behavioral Health	1,628,880	–	1,628,880	–	440,880	–	–	–
Other	1,042,777	–	1,042,777	–	–	–	–	–
Other revenues	11,172,118	–	11,172,054	2,151,621	1,022,940	187,570	94,111	2,167,105
	14,254,367	–	14,052,647	2,155,161	1,463,820	187,570	94,111	2,167,105
Total program revenues	$43,184,473	$ –	$42,982,753	$10,704,025	$ 2,876,024	$ 490,955	$ 1,636,094	$12,136,163

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	Center							
	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Amoskeag
Program service fees:								
Net client fees	$ (96,345)	$ 228,559	$ (20)	$ (295)	$ –	$ 89,490	$ –	$ –
HMO's	3,856	295,303	–	–	–	5,883	–	–
Blue Cross/Blue Shield	61,761	520,158	–	–	–	1,189	–	–
Medicaid	2,760,953	1,880,488	501,556	482,720	1,536	69,124	–	–
Medicare	134,412	4,952	20	–	–	–	–	–
Other insurance	89,370	118,106	–	(24)	–	11,774	–	–
Other program fees	(473)	(12,370)	–	(144)	–	3,073	–	–
	2,953,534	3,035,196	501,556	482,257	1,536	180,533	–	–
Local and county government:								
Division for Children, youth and families	–	–	–	–	–	–	–	–
Federal funding path	–	–	–	–	–	43,728	–	–
Rental income	–	2,023	–	129,425	–	4,892	–	201,656
Interest income	–	–	–	–	–	25,328	–	–
BBH:								
Bureau of Behavioral Health	450,000	675,000	–	–	63,000	–	–	–
Other	–	1,042,777	–	–	–	–	–	–
Other revenues	1,254,408	1,747,929	49,319	339,711	1,368	1,707,222	448,750	64
	1,704,408	3,467,729	49,319	469,136	64,368	1,781,170	448,750	201,720
Total program revenues	$ 4,657,942	$ 6,502,925	$ 550,875	$ 951,393	$ 65,904	$ 1,961,703	$ 448,750	$ 201,720

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2020

ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current assets:					
Cash and cash equivalents	$ 9,174,331	$ 34,587	$117,067	$ 200,000	$ 9,525,985
Restricted cash	4,322	–	88,464	–	92,786
Patient accounts receivable	2,021,607	–	–	–	2,021,607
Other accounts receivable	2,414,414	199,900	1,713	(200,000)	2,416,027
Due from affiliate	161,908	–	–	(161,908)	–
Investments – short-term	250,000	–	–	–	250,000
Prepaid expenses	556,789	–	691	–	557,480
Total current assets	14,583,371	234,487	207,935	(161,908)	14,863,885
Investments – long-term	–	3,880,435	–	–	3,880,435
Assets whose use is limited or restricted	–	441,595	–	–	441,595
Property and equipment, net of accumulated depreciation	14,609,960	–	150,451	–	14,760,411
Total assets	$29,193,331	$4,556,517	$358,386	$(161,908)	$33,946,326

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LIABILITIES AND NET ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current liabilities:					
Accounts payable	$ 183,858	$ –	$ 2,586	$ –	$ 186,444
Accrued payroll, vacation and other accruals	4,364,029	711	–	–	4,364,740
Deferred revenue	145,979	–	–	–	145,979
Due to affiliate	–	128,400	33,508	(161,908)	–
Current portion of long-term debt	204,192	–	14,658	–	218,850
Amounts held for patients and other deposits	20,187	–	2,615	–	22,802
Total current liabilities	4,918,245	129,111	53,367	(161,908)	4,938,815
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	11,264,418	–	53,877	–	11,318,295
Total liabilities	16,737,941	129,111	107,244	(161,908)	16,812,388
Net assets:					
Without donor restrictions	12,455,390	3,985,811	251,142	–	16,692,343
With donor restrictions	–	441,595	–	–	441,595
Total net assets	12,455,390	4,427,406	251,142	–	17,133,938
Total liabilities and net assets	$29,193,331	$4,556,517	$358,386	$(161,908)	$33,946,326

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2020

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Revenues and other support:					
Program service fees	$25,722,254	$ –	$ –	$ –	$25,722,254
Program rental income	138,572	–	–	221,172	359,744
Fees and grants from government agencies	6,253,650	–	–	–	6,253,650
Interest income	48,164	–	–	–	48,164
Other income	7,228,007	–	–	42	7,228,049
Total revenues and other support	39,390,647	–	–	221,214	39,611,861
Operating expenses:					
Program services:					
Children and adolescents	5,488,616	–	–	–	5,488,616
Emergency services	2,866,477	–	–	–	2,866,477
Vocational services	659,686	–	–	–	659,686
Noneligibles	1,738,729	–	–	–	1,738,729
Multiservice team	9,843,326	–	–	–	9,843,326
ACT team	4,194,118	–	–	–	4,194,118
Crisis unit	5,791,325	–	–	–	5,791,325
Community residences and support living	1,534,011	–	–	–	1,534,011
HUD residences	–	–	–	153,781	153,781
Housing bridge program	423,615	–	–	–	423,615
Other	1,862,359	–	–	–	1,862,359
Total program services	34,402,262	–	–	153,781	34,556,043
Support services:					
Management and general	3,503,470	–	–	29,453	3,532,923
Operating property	574,967	–	–	–	574,967
Interest expense	271,826	–	–	3,041	274,867
Total operating expenses	38,752,525	–	–	186,275	38,938,800
Income from operations	638,122	–	–	34,939	673,061

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2020

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Income from operations	$ 638,122	$ –	$ –	$ 34,939	$ 673,061
Nonoperating revenue (expenses):					
Rental income	401,003	–	–	–	401,003
Rental property expense	(298,934)	–	–	–	(298,934)
Contributions	218,666	591	4,475	–	223,732
Net investment return	–	142,543	17,628	–	160,171
Dues	–	(5,040)	–	–	(5,040)
Miscellaneous expenses	–	(3,499)	–	–	(3,499)
Nonoperating revenue, net	320,735	134,595	22,103	–	477,433
Excess of revenues over expenses	958,857	134,595	22,103	34,939	1,150,494
Net transfer (to) from affiliate	(200,000)	200,000	–	–	–
Increase in net assets	758,857	334,595	22,103	34,939	1,150,494
Net assets at beginning of year	11,696,533	3,651,216	419,492	216,203	15,983,444
Net assets at end of year	$12,455,390	$3,985,811	$441,595	$251,142	$17,133,938

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2020

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2020	$252,073	$3,041,764	$(2,529,883)	$763,954

	Amount
Analysis of receipts:	
Date of receipt/deposit:	
July 25, 2019	$ 251,192
July 30, 2019	230
August 16, 2019	885
October 18, 2019	503,259
November 15, 2019	251,187
December 26, 2019	251,187
January 21, 2020	252,072
February 26, 2020	251,187
March 25, 2020	265,187
May 4, 2020	251,187
May 21, 2020	1,123
June 4, 2020	251,187
	$2,529,883

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2020

	Total Agency	Mental Health					
		Administration	Total Center Programs	Child and Adolescents	Emergency Services	Vocational Services	Non-Eligibles	Multi-Service Team
Program service fees:								
Net client fees	$ 181,631	$ –	$ 181,631	$ 11,792	$ 36,671	$ (4,636)	$ (35,149)	$ (60,284)
HMO's	1,799,918	–	1,799,918	422,945	185,587	–	421,226	472,449
Blue Cross/Blue Shield	2,493,363	–	2,493,363	389,203	337,243	–	441,019	670,946
Medicaid	19,226,816	–	19,226,816	6,571,219	540,874	301,183	258,187	6,600,411
Medicare	1,186,322	–	1,186,322	1,273	12,793	91	183,193	868,594
Other insurance	825,053	–	825,053	115,280	65,947	19,706	148,414	269,441
Other program fees	9,151	–	9,151	123	3,411	–	1,299	1,102
	25,722,254	–	25,722,254	7,511,835	1,182,526	316,344	1,418,189	8,822,659
Local and county government:								
Division for Children, youth and families	3,245	–	3,245	3,245	–	–	–	–
Federal funding path	43,731	–	43,731	–	43,731	–	–	–
Rental income	359,744	–	138,572	–	–	–	–	–
Interest income	48,164	–	48,164	–	–	–	–	–
BBH:								
Bureau of Behavioral Health	1,649,540	–	1,649,540	1,353	440,884	–	–	–
Other	1,345,248	–	1,345,248	–	–	–	–	–
Other revenues	10,439,935	–	10,439,893	2,008,696	1,159,197	182,867	111,805	2,045,589
	13,889,607	–	13,668,393	2,013,294	1,643,812	182,867	111,805	2,045,589
Total program revenues	$39,611,861	$ –	$39,390,647	$ 9,525,129	$ 2,826,338	$ 499,211	$ 1,529,994	$10,868,248

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	Center							
	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Amoskeag
Program service fees:								
Net client fees	$ 93,052	$ 25,405	$ 26,000	$ 21,000	$ –	$ 67,780	$ –	$ –
HMO's	13,293	284,418	–	–	–	–	–	–
Blue Cross/Blue Shield	37,068	617,884	–	–	–	–	–	–
Medicaid	2,316,186	1,592,395	557,284	462,903	2,128	24,046	–	–
Medicare	114,186	6,036	156	–	–	–	–	–
Other insurance	92,343	107,995	–	4,012	–	1,915	–	–
Other program fees	125	3,052	–	39	–	–	–	–
	2,666,253	2,637,185	583,440	487,954	2,128	93,741	–	–
Local and county government:								
Division for Children, youth and families	–	–	–	–	–	–	–	–
Federal funding path	–	–	–	–	–	–	–	–
Rental income	–	992	–	132,108	–	5,472	–	221,172
Interest income	–	–	–	–	–	48,164	–	–
BBH:								
Bureau of Behavioral Health	475,000	675,000	–	–	57,303	–	–	–
Other	–	1,345,248	–	–	–	–	–	–
Other revenues	1,095,204	1,120,490	43,374	314,687	11,096	1,855,619	491,269	42
	1,570,204	3,141,730	43,374	446,795	68,399	1,909,255	491,269	221,214
Total program revenues	$ 4,236,457	$ 5,778,915	$ 626,814	$ 934,749	$ 70,527	$ 2,002,996	$ 491,269	$ 221,214

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MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
BOARD OF DIRECTORS
2021 - 2022

Kevin Sheppard, *Board Chair*; Director, Manchester Public Works
Board Term: 6 years, October 2016 through September 2022

Elaine Michaud, *Board Vice Chair*; Retired Partner, Devine Millimet Law Firm
Board Term: 3 years, May 2021 through September 2024

Brent Kiley, *Board Treasurer*; Managing Director, Rise Private Wealth Management
Board Term: 6 years, October 2017 through September 2023

Lizabeth MacDonald, *Board Secretary*; Principal, Weston Elementary School
Board Term: 6 years, April 2016 through September 2022

Philip Alexakos, Chief Operations Officer, Manchester Health Department
Board Term: 6 years, October 2021 through September 2027

Mark Burns, Senior Sales Executive, Wieczorek Insurance
Board Term: 6 years, October 2019 through September 2025

Ronald Caron, Attorney, Devine Millimet Law Firm
Board Term: 6 years, October 2019 through September 2025

Courtney Carrier, Project Designer, Lavallee Brensinger Architects
Board Term: 6 years, October 2021 through September 2027

Sgt. Derek Cataldo, Training Officer, Manchester NH Police Department
Board Term: Board Term: 6 years, November 2021 through September 2027

Jeff Eisenberg, President, EVR Advertising
Board Term: 6 years, October 2018 through September 2024

Desneiges French, Senior Accountant, Wipfli
Board Term: 6 years, October 2019 through September 2025

Beth Gutoff, Compliance and Privacy Officer, Elliot Health System
Board Term: 6 years, October 2021 through September 2027

David Harrington, Director of Human Resources, New England College
Board Term: 6 years, October 2017 through September 2023

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MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
BOARD OF DIRECTORS
2021 - 2022

Janet Langlois, Chief Financial Officer, Amoskeag Health
Board Term: 6 years, October 2021 through September 2027

Michael Reed, President, Stebbins Commercial Properties, LLC
Board Term: 6 years, October 2019 through September 2025

Deanna Rice, Director of Case Management and Population Health, Catholic Medical Center
Board Term: 6 years, October 2020 through September 2026

Dr. Ron Schneebaum, MD, Dartmouth Hitchcock
Board Term: 6 years, October 2018 through September 2024

Richard Shannon, Deacon and Director of Pastoral Care, Bishop Peterson Residence
Board Term: 6 years, October 2016 through September 2022

William Stone, President and CEO, Primary Bank
Board Term: 6 years, May 2020 through September 2026

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Cassandra R. Durand

Professional Summary

Licensed alcohol and drug counselor with a background in providing a wide array of substance use and behavioral health assessment services. Exceptional knowledge of performing risk assessments and managing resources for clients in accordance to indicated urgency. Experienced in leadership and management positions with skills and training on the supervision of clinical staff.

Skills

- Expertise in crisis intervention techniques
- Experienced in a variety of leadership roles
- Proficient in conducting risk assessments
- Skilled in both individual and group therapy settings
- Clinical documentation mastery
- Experience with a wide variety of diagnoses

Work History

Coordinator of Emergency Services & Interim Care, March 2021 to present
Mental Health Center of Greater Manchester – Manchester, NH

- Responsible for the daily operations of the Emergency Services Department including provisions of clinical care, scheduling, supervision of the staff members on shift, and short and long term planning of services
- Engaged in recruitment duties, including hiring, orientation, and training of new staff
- Provided weekly clinical and administrative supervision to master's level clinicians and certified recovery coaches
- Conducted comprehensive risk assessments as needed for client's regarding suicidal and homicidal ideation, behavioral disorders, substance use disorders, and psychotic disorders in the Elliot and Catholic Medical Center Emergency Rooms

Coordinator of Mobile Crisis Response Team, March 2019 to March 2021
Mental Health Center of Greater Manchester – Manchester, NH

- Responsible for the daily operations of the Mobile Crisis Response Team including provisions of clinical care, supervision of the staff members on shift, and short and long term planning of services to meet the needs of the community
- Engaged in recruitment duties, including hiring, orientation, and training of new staff
- Provided weekly clinical and administrative supervision to master's level clinicians, bachelor's level counselors, and certified recovery coaches
- Conducted comprehensive risk assessments as needed for client's regarding suicidal and homicidal ideation, behavioral disorders, substance use disorders, and psychotic disorders in community settings with the intent to divert from emergency room visits

Mobile Crisis Clinician, Oct. 2016 to March 2019
Mental Health Center of Greater Manchester – Manchester, NH

- Conducted comprehensive risk assessments for client's aged 4-96 regarding suicidal and homicidal ideation, behavioral disorders, substance use disorders, and psychotic disorders in a community setting with the intent to divert from emergency room visits
- Worked closely with community partners including police officers, fire department, and emergency medical technicians to provide safe and comprehensive client care
- Provided crisis focused therapy including use of motivational interviewing, DBT, and CBT skills

Clinical Research Assistant, Dec. 2015 to Oct. 2016
University of Maryland – Baltimore, MD

- Trained in the implementation of the Positively Smoke Free intervention to subjects who were living with HIV/AIDS and nicotine dependent
- Contributed to creation and writing of new documents for the study
- Provided qualitative analyses of interviews utilizing rapid analysis technique
- Presented findings of research on Gambling Disorders at the National Center for Responsible Gambling Conference

Level III Crisis Clinician, Dec. 2013 to Sept. 2015
Lahey Health Behavioral Services – Lowell, MA

- Worked in a supervisory capacity after passing Level III clinician exam
- Developed standard practices for the writing of comprehensive assessments
- Provided consultation to co-workers on disposition of their cases and directed to on-call administrators as needed
- Conducted comprehensive risk assessments for client's aged 4-96 regarding suicidal and homicidal ideation, behavioral disorders, substance use disorders, and psychotic disorders in both emergency room and community settings

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Staff Therapist, May 2013 to November 2013
South Bay Mental Health –Leominster, MA

- Managed a caseload of 45 clients
- Conducted therapeutic individual and family sessions utilizing CBT, psychoeducation and motivational interviewing
- Developed and implemented treatment plans as needed
- Completed individualized intakes and assessments to identify strengths and needs
- Observed and monitored client behavior and response to treatment
- Documented psychiatric services and responses to treatment in patient files
- Presented case history material to review and discussion with other staff members

Research Assistant, November 2012 to May 2013
Greater Nashua Mental Health Center –Nashua, NH

- Trained in the implementation of trans-cranial magnetic stimulation to subjects diagnosed with bipolar disorder
- Responsible for applying treatment and recording results
- Engaged in informed consent and debriefing for each participant

Support Staff, August 2011 to May 2013
Greater Nashua Mental Health Center – Nashua, NH

- Hired to the position following an internship
- Conducted group therapies to 3-15 clients diagnosed with substance abuse disorders utilizing psychoeducation and CBT, and motivational interviewing
- Conducted comprehensive assessments during client intakes
- Developed and monitored treatment plans

Teaching Experience

Rivier University

- *Human Services: Agency and Advocacy* - Spring 2020; Spring 2021
- *Substance Use Rehabilitation* – Developed course Fall 2021; Spring 2022

Nashua Community College

- *Research Methods for the Behavioral Sciences* - Spring 2013, Spring 2015
- *Community Psychology* - Spring 2013

Published Work

Wall, M. E., Durand, C. R., Machover, H., Arnold, R., Miles-Mclean, H. A., Potts, W., … Himelhoch, S. (2018). Perceptions of problem gambling among methadone maintenance treatment clients and counsellors. *Journal of Gambling Issues*, (40). doi: 10.4309/jgi.2018.40.3

Professional License

Licensed Alcohol and Drug Counselor - State of New Hampshire

- Expires June 2023
- License Number 1113

Education

Master of Science: Psychology – Clinical Concentration, May 2012
Rivier University – 420 South Main St. Nashua, NH 03060

Bachelor of Arts: Psychology, May 2012
Rivier University – 420 South Main St. Nashua, NH 03060

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CHARLOTTE S. JOHNSON

Objective

- To practice Evidence Base Treatment in an organized and supportive agency that supports ongoing education and career development within the community mental health system.

Education

MA Mental Health Counseling - Rivier College, Nashua, NH (2015)
GPA: 4.00

BA, Psychology – San Francisco State University, San Francisco, CA (2015)
GPA: 3.85; Summa Cum Laude; Phi Beta Kappa, Gold Key Honor Society, Psi Chi Honor Society

Study Abroad Program in Italy (2000)

Franklin Covey, Achieving Your Highest Priorities – Time Management Workshop

Licenses

Licensed Clinical Mental Health Counselor, License number 2158

Certifications

Crisis Prevention Intervention Certified, CPR and Basic First Aid Trained

Credentialed for Psychiatric Evaluation in ED for Catholic Medical Center and Elliot Hospital, Manchester New Hampshire

Professional Background

Emergency Services Team
Mental Health Center of Greater Manchester (January 2019-Present)

- Provide emergency and interim care through psychiatric evaluation, crisis intervention, stabilization, disposition and referral services
- Emergency Psychiatric Evaluation in a hospital setting
- Consultation with Psychiatrist On Call as needed
- Rapid response, face to face assessment, diagnostic screening, wrap around safety planning, and interventions that are responsive to client goals, needs and resources
- In Office triage, crisis intervention, back to school evaluation , and referral to appropriate community supports
- Proficiency in a wide range of Evidence Based Practices including: Illness Management and Recovery; Moral Reconation Therapy; Behavioral Family Therapy, Cognitive Behavioral Therapy; Dialectical Behavioral Therapy; Motivational Interviewing, Stages of Change; Cognitive Behavioral Therapy for Insomnia; and Integrated Dual Diagnosis Treatment

Community Treatment Team
Mental Health Center of Greater Manchester (May, 2015 – January 2019)

- Provide functional support service for symptom management within the community
- Coordination of wide range of case management, including therapeutic, administrative and outreach services to chronically and severely mentally ill clientele
- Substance abuse assessment and treatment
- Consultation as needed
- Emergency Room assessment
- Coordination with various State and Federal Agencies including Department of Health and Human Services, Social Security, Harbor Homes, and City Welfare

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- Proficiency in a wide range of Evidence Based Practices including: Illness Management and Recovery; Moral Reconation Therapy; Behavioral Family Therapy, Cognitive Behavioral Therapy; Dialectical Behavioral Therapy; Motivational Interviewing, Stages of Change; Cognitive Behavioral Therapy for Insomnia; and Integrated Dual Diagnosis Treatment

Housing Outreach and Tracking Specialist
Mental Health Center of Greater Manchester (January, 2015 – May, 2015)

- Provide functional support service for symptom management within the community
- Coordination of wide range of community based therapeutic services
- Provide appropriate education about illness management and coping skills
- Provide ADL support
- Consultation with treatment teams
- Provide appropriate support for relapse prevention
- Maintain treatment records in accordance with agency policy and state regulation

Intern, Mental Health Counseling
Cypress Center, Mental Health Center of Greater Manchester (August, 2014 – April, 2015)

- One to One counseling for crisis stabilization
- Lead groups based in Recovery and Discussion
- Safety checks
- Provide ADL support
- Consultation with treatment team
- Provide appropriate psychoeducation for relapse prevention
- Maintain treatment records in accordance with agency policy and state regulation
- Coordinate follow up outpatient care

Overnight Awake Staff
Key Program, Methuen, MA (May – December, 2014)

- Monitor client safety in accordance with program procedures
- Provide behavior management and crisis intervention
- Provide transportation as needed
- Provide ADL support with feeding and hygiene
- Maintain written records in accordance with agency policy and state regulation
- Coordination with school, legal agencies, and healthcare providers as needed

Paraprofessional Educator
Hudson School District, Hudson, NH (September, 2013 – June, 2014)

- One to One Direct Instruction for student with intensive needs
- Use of PECS for teaching and utilizing communication
- Use of ABA for direct instruction and positive reinforcement
- Assist in ABA Kindergarten for children with intensive needs
- Provide ADL support with feeding and hygiene
- Teach fine and gross motor planning with guidance of Occupational and Physical Therapy team.
- Special projects and assignments as required.

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Financial Assistant
Acorn Financial, Nashua, NH (July, 2012 – June, 2013)

- Provide comprehensive administrative support to Principal Advisor
- Process mutual fund trade sheets per Advisor instructions and execute trades upon approval
- Maintain electronic filing of client paperwork
- Creating and processing new account forms
- Meeting Scheduling
- Prepare extensive meeting materials
- Travel Planning

Administrative Assistant, Private Client Group
Litman Gregory Asset Management , Larkspur, CA (June, 2011 – June, 2012)

- Provide comprehensive administrative support to team of five Portfolio Administrators and as needed to four Investment Advisors
- Monitor cash flow for regular distributions, coordinating with Investment Advisors to raise funds as needed
- Filing account paperwork and yearly archival in accordance with compliance
- Liaison between portfolio administrators and custodians to research/complete account servicing tasks and client paperwork
- Develop or edit procedures as needed to ensure efficient workflow
- Event Planning
- Back up reception desk
- Special projects as requested

Administrative Assistant & Office Manager
Melons Catering & Event Planning, South San Francisco, CA (July 2005 – May 2011)

- Manages dynamic office environment including: ordering supplies, office expense accounting, product research and ordering, facilities management, arrange transportation and meeting scheduling.
- Independently updated marketing collateral and reduced cost by 45 percent.
- Ordering and maintaining office equipment.
- Heavy customer service support between sales team and client/vendor contact.
- Generate client/vendor contracts.
- Implemented and maintain large customer management database that increased sales proposal turnaround.
- Generate cost/revenue analysis of targeting marketing strategies.
- Communicate with city agencies for compliance with permits and regulations.

Office Manager
Parsley Sage Rosemary & Thyme Catering and Event Planning, San Jose, CA (January –June, 2005)

- Handled office management initiatives including administration, purchasing, staff supervision, and report generation.
- Planned and executed events for groups ranging from 30 to 700 guests.
- Developed and delivered sales presentations to customers.
- Recruited, trained, and supervised the event staff in daily job responsibilities.

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Personal Assistant to Director of Entertainment
Renaissance Entertainment Corporation, Novato, CA (1997 – 2003)
Seasonal – August - October

- Handled business administration functions.
- Maintained a database of over 2,000 performers.
- Assisted with artistic direction of acting troupe as well as the production of staged improvisational performances.

Intranet Web Designer
Genstar Container Corporation, San Francisco, CA (1997 – 1998)

- Participated in all aspects of website maintenance.
- Created and edited web content on a regular basis.
- Communicated with vendors and aided in vendor relationship management initiatives.

Computer Skills

Word, Excel, PowerPoint, Outlook, Acrobat, Cateredge, Portfolio Center, ABC Reportal, Commonwealth CRM, Lumea, Avatar

Proficient in both Apple and Microsoft Operating Systems, Type 65 wpm.

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THE MENTAL HEALTH CENTER OF GREATER MANCHESTER
NH Rapid Response Grant

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract (includes 30% Fringe Benefits)
Open Position	Peer Specialist	45,000	100%	58,500
Cassandra Durand	Coordinator of Emergency Services and Interim Care	74,160	10%	9,641
Charlotte Johnson	Emergency Services Clinician	64,688	100%	84,094

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 23, 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 **Retroactive** amendments with the Contractors listed in **bold** below to continue providing Rapid Response crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, as well as healthcare professionals, by exercising contract renewal options by increasing the total price limitation by $562,080 from $3,764,580 to $4,326,660 and extending the completion dates from August 19, 2021 to May 31, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Northern Human Services	177222	Conway, Region 1	$454,235	$0	$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	$454,235	$0	$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)

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Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	$346,390	$0	$346,390	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	$454,235	$0	$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
Monadnock Family Services	177510	Keene, Region 5	$346,390	$0	$346,390	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
Greater Nashua Mental Health	**154112**	**Nashua, Region 6**	**$173,195**	**$281,040**	**$454,235**	**O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T)**
The Mental Health Center of Greater Manchester, Inc.	**177184**	**Manchester, Region 7**	**$173,195**	**$281,040**	**$454,235**	**O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T)**
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	$454,235	$0	$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
Community Partners of Strafford County Foundation	177278	Dover, Region 9	$454,235	$0	$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)

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The Mental Health Center for Southern New Hampshire	174116	Derry Region 10	$454,235	$0	$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
		Total:	**$3,764,580**	**$562,080**	**$4,326,660**	

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 **Retroactive** because the fully executed contract documents were not received in time for Governor and Executive Council approval to prevent the current contracts from expiring. The Contractors were unable to obtain signatures on time for the contract documents due to changes in and unanticipated absences of key personnel.

This request represents two (2) of the ten (10) agreements being amended. Eight (8) of the ten (10) were amended as approved by the Governor and Executive on August 18, 2021 (Item #34).

The purpose of this request is for the Contractors to continue providing crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports to youth and adults who are under or uninsured and are impacted by COVID-19, as well as healthcare professionals.

Due to the COVID-19 pandemic, people with serious mental illness, youth with serious emotional disturbance, general citizens, and health care professionals continue to experience new behavioral health challenges or exacerbations of current symptoms, including increases in depression, anxiety, trauma and grief. The Contractors provide crisis stabilization services to individuals, including those who are under or uninsured and otherwise may not have access to affordable care.

The Contractors have increased the capacity of the New Hampshire community mental health system to respond to individuals experiencing behavioral health crises who have been impacted by the COVID-19 pandemic, using evidence-based practices. New and existing staff have received, and will continue to receive, training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; and trauma-informed care. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

The Department continues to monitor contracted services by:

- Actively and regularly collaborating with the vendors to, improve results and adjust program delivery and policy based on successful outcomes.
- Requesting key data and metrics that include demographic, performance and service data.

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- Participating in monthly meetings with Project Directors to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for approximately eight-and-a-half (8.5) months of the two (2) years available.

Should the Governor and Council not authorize this request, individuals who are experiencing mental health crises due to COVID-19 may not have access to necessary stabilization services and will be at an increased risk for utilization of more costly services in emergency departments, psychiatric hospitals and long-term care facilities.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

Lori A. Shibinette
Commissioner

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Fiscal Details for Rapid Response Contracts

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES,SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	173,195.00		173,195.00
			Subtotal	346,390.00	-	346,390.00

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	173,195.00		173,195.00
			Subtotal	346,390.00	-	346,390.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00

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Fiscal Details for Rapid Response Contracts

			Subtotal	173,195.00	281,040.00	454,235.00

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00
		Total		3,764,580.00	562,080.00	4,326,660.00

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020 (Informational Item T), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the payment terms to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   May 31, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $454,235.

3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:

   3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

Original Budget	
Line Item	**Amount**
Staffing	$113,500
Fringe Benefits	$34,050
Personal Protective Equipment, Supplies, Technology and Training	$5,400
Data Collection	$4,500
Indirect Costs on Clinical Services	$ 15,295
Indirect Costs on Data Collection	$450
Total	**$173,195**

DocuSigned by:
William Rider
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8/30/2021

Supplemental Budget	
Line Item	**Amount**
Staffing	$185,265
Fringe Benefits	$55,579
Personal Protective Equipment, Supplies, Technology and Training	$7,990
Data Collection	$6,658
Indirect Costs on Clinical Services	$24,883
Indirect Costs on Data Collection	$665
Total	**$281,040**

4. Modify Exhibit C, Payment Terms, Section 4, to read:

4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

4.2 Ensure timesheets and/or time cards support the hours employees worked and charged under this contract pursuant to 45 CFR Part 75.430(i)(1).

4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets and/or time cards, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.4. Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be retroactively effective to August 19, 2021, subject to Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/30/2021
Date

DocuSigned by:
Katja Fox
ED9D05B04C83442...
Name: Katja Fox
Title: Director

The Mental Health Center of Greater Manchester, Inc.

8/30/2021
Date

DocuSigned by:
William Rider
BC08F61E7C534CE...
Name: William Rider
Title: President/CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/31/2021
Date

DocuSigned by:
D5CA9202E32C4AE...
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 24, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu authorized the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed $1,731,950 for crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals with the option to renew for up to two (2) additional years, effective June 23, 2020, through August 19, 2021. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County Foundation	177278	Dover, Region 9	$173,195
Northern Human Services	177222	Conway, Region 1	$173,195
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	$173,195
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	$173,195
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	$173,195
Monadnock Family Services	177510	Keene, Region 5	$173,195
The Community Council of Nashua, N.H.	154112	Nashua, Region 6	$173,195
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	$173,195
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	$173,195
Center for Life Management	174116	Derry, Region 10	$173,195
		Total:	**$1,731,950**

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Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-092-922010-19090000 HEALTH & SOCIAL SERVICES-DEPARTMENT OF HEALTH & HUMAN SERVICES-DIV FOR BEHAVIORAL HEALTH-BUREAU OF MENTAL HEALTH SERVICES-SAMHSA GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92201909	$108,247
2021	102-500731	Contracts for Prog Svc	92201909	$1,298,962
2022	102-500731	Contracts for Prog Svc	92201909	$324,741
			Total	**$1,731,950**

EXPLANATION

These items are **Sole Source** because the Department, in the interest of the public's health and safety, determined that the State's community mental health centers are best positioned to effectively provide crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals. The Bureau of Mental Health Services contracts for services through the community mental health centers that are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and State regulation NH He-M403.

Due to both COVID-19 and the State of Emergency, people with serious mental illness, youth with serious emotional disturbance and new or early serious mental illness, general citizens, and healthcare professionals are expected to develop new behavioral health problems or exacerbations of such problems, including increases in depression, anxiety, trauma, and grief. The Contractors will provide services to these individuals who are under or uninsured from June 23, 2020, to August 19, 2021.

The Contractors will increase the capacity of the New Hampshire community mental health system to respond to people with behavioral health crises who are impacted by the COVID-19 pandemic using evidence-based practices. New and existing staff will receive training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; trauma-informed care; and the use of American Society of Addiction Medicine criteria for Substance Use Disorder services. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

The Department will monitor contracted services by:

- Actively and regularly collaborating with the Contractors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- Requiring the Contractors to collect key data and metrics that include client-level demographic, performance and service data.
- Requiring implementation progress reports relative to staffing and training requirements.

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- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

for Christine Tappan

Lori A. Shibinette
Commissioner

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Subject: Rapid Response (SS-2020-DBH-07-RAPID-07)

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 St. Manchester, NH 03103	
1.5 Contractor Phone Number (603) 668-4111	1.6 Account Number 05-095-092-922010-19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation $173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date: 6/5/2020		1.12 Name and Title of Contractor Signatory William Rider, President/CEO	
1.13 State Agency Signature Date: 6-8-2020		1.14 Name and Title of State Agency Signatory Christine Tappan, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Catherine Pinos		On: 06/17/20	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 6/5/2020

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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.

Contractor Initials WTE
Date 6/5/2020

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials _____

Date 6/5/2020

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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.

Contractor Initials _____

Date 6/5/2020

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EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B

Scope of Services

1. Statement of work

1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:

1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);

1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and

1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.

1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:

1.2.1. Individuals who are not covered by public or commercial health insurance programs;

1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.

1.3. For the purposes of this Agreement, all references to days shall mean calendar days.

1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Seven (7).

1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:

1.5.1. Applicable federal and state law, including administrative rules and regulations;

1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and

1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:

1.5.3.1. Hire additional staff as described in Section 2, Staffing.

1.5.3.2. Train additional staff as described in Subsection 2.2.

1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in section 1.8.

1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:

1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;

1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and

1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.

1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.

1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.

1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."

1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.

1.11. The Contractor shall provide crisis services and interventions by:

1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;

1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;

1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;

1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;

1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.

1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:

1.12.1. Assertive community treatment;

1.12.2. Supported employment;

1.12.3. Illness management and recovery;

1.12.4. Therapeutic behavioral services;

1.12.5. Family support; and

1.12.6. Medication management.

1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:

1.13.1. Modular Approach to Therapy for Children (MATCH);

1.13.2. Trauma-focused cognitive behavioral therapy; and

1.13.3. Supported employment for individuals for whom it is developmentally appropriate.

1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:

1.14.1. Evaluations;

1.14.2. Withdrawal management;

1.14.3. Outpatient counseling;

1.14.4. Residential services; and

1.14.5. Recovery supports.

1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:

1.15.1. Medication Assisted Treatment (MAT);

1.15.2. Cognitive Behavioral Therapy (CBT);

1.15.3. Motivational Enhancement Therapy (MET);

1.15.4. Seeking Safety;

1.15.5. The Seven Challenges; and

1.15.6. Brief strategic family therapy.

1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:

1.16.1. Identifying providers;

1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and

1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.

1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.

1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.

1.19. In Community Mental Health Region Seven (7), the Contractor, in collaboration with the Department, shall:

1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and

1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.

1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.

2.2. The Contractor shall ensure that Contractor staff receive training on:

2.2.1. New Hampshire Rapid Response goals and objectives;

2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;

2.2.3. Guideline-based crisis intervention;

2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and

2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.

2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:

2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.

2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).

2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.

2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.

2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.

2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.

2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.

2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.

2.3.5 If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.

2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.

3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.

3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.

3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.

3.4.1. The Contractor shall provide a $20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.

3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.

3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.

3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.

3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.

3.7. The Contractor may utilize funding in this Agreement designated for data

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infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

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records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
NH Rapid Response Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
   2.2. The Indirect Cost Rate of 10.00% applies in accordance with 2 CFR §200.414.
   2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

BUDGET	
Line Item	**Amount Amount**
Staffing	$113,500
Fringe and Benefits	$ 34,050
Personal Protective Equipment, Supplies, Technology, and Training	$ 5,400
Data Collection	$ 4,500
Indirect Costs on Clinical Services	$ 15,295
Indirect Costs on Data Collection	$ 450
Total	$173,195

   3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
      3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
      3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served

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indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.

4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
    - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
        - 12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
        - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
        - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
    - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

12.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:

12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.

12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.

12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.

12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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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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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)
401 Cypress St.
Manchester, NH 03103

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: The Mental Health Center of Greater Manchester

6/5/2020
Date

Name: William Rider
Title: President/CEO

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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: The Mental Health Center of Greater Manchester

6/5/2020
Date

WRider
Name: William Rider
Title: President/CEO

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: The Mental Health Center of Greater Manchester

6/5/2020
Date

Name: William Rider
Title: President/CEO

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: The Mental Health Center of Greater Manchester

6/5/2020
Date

Name: William Rider
Title: President/CEO

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: The Mental Health Center of Greater Manchester

6/5/2020
Date

Name: William Ryan
Title: President/CEO

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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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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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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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.	The Mental Health Center of Greater Manchester Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Associate Commissioner Name of Authorized Representative	William Ridge Name of Authorized Representative
Title of Authorized Representative	President/CEO Title of Authorized Representative
6-8-2020 Date	6/5/2020 Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: The Mental Health Center of Greater Manchester

6/5/2020
Date

Name: William Rider
Title: President/CEO

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FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073978280

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ✓ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential Information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Seacoast Mental Health Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020, (Informational Item T), as amended on August 18, 2021, (Item #34), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Subsection 1.2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   May 31, 2023

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval. .

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/20/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C93442...
Name: Katja S. Fox
Title: Director

Seacoast Mental Health Center, Inc.

4/20/2022
Date

DocuSigned by:
Jay Couture
A9953D2454F1468...
Name: Jay Couture
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/25/2022

Date

DocuSigned by:
Robyn Guarino
748734844941460...

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 21, 1963. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65254**

Certificate Number: **0005749624**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2022.

William M. Gardner
Secretary of State

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER RESOURCE GROUP, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 25, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **66834**

Certificate Number: **0005749627**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2022.

William M. Gardner
Secretary of State

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CERTIFICATE OF AUTHORITY

I, Monica Kieser, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Seacoast Mental Health Center, Inc.,

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 19, 2022, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jay Couture, President and CEO

is duly authorized on behalf of Seacoast Mental Health Center, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/19/2022

Signature of Elected Officer
Name: Monica Kieser
Title: President, Board of Directors

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: PHONE (A/C, No, Ext): 978-458-1865 FAX (A/C, No): 978-454-1865 E-MAIL ADDRESS: jnorton@fredcchurch.com
INSURED SEACMEN-01 Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue Portsmouth NH 03801	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : Granite State HC & HS Trust INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1041041509 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			PHPK2384274	3/1/2022	3/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Comp $1,000 / X Coll $1,000			PHPK2384271	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB757923	3/1/2022	3/1/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20200000262	1/1/2022	1/1/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			PHPK2384274	3/1/2022	3/1/2023	$1,000,000 $3,000,000	Per Occurrence Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH 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

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SEACOAST MENTAL HEALTH CENTER, INC.

MISSION STATEMENT

Seacoast Mental Health Center Inc. is a private, not-for-profit, comprehensive mental health facility serving the eastern half of Rockingham County, New Hampshire. The mission of the Center is to provide a broad, comprehensive array of high quality, effective and accessible mental health services to residents of the eastern half of Rockingham County.

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Seacoast Mental Health Center Resource Group, Inc.

FINANCIAL STATEMENTS

June 30, 2021

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Seacoast Mental Health Center Resource Group, Inc.
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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Seacoast Mental Health Center Resource Group, Inc.
Portsmouth, New Hampshire

We have audited the accompanying financial statements of Seacoast Mental Health Center Resource Group, Inc. (a nonprofit organization) which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities 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.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Mental Health Center Resource Group, Inc. as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Kittell, Branagan + Sargent

St. Albans, Vermont
August 29, 2021

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Seacoast Mental Health Center Resource Group, Inc.

STATEMENTS OF FINANCIAL POSITION

June 30, *

ASSETS

	2021	2020
CURRENT ASSETS		
Cash	$ 993,889	$ 666,249
Investments	2,524,348	2,317,895
TOTAL CURRENT ASSETS	3,518,237	2,984,144
PROPERTY AND EQUIPMENT		
Land	239,434	239,434
Buildings and improvements	3,389,592	3,221,316
Computer system	-	311,135
Furniture and equipment	635,121	81,628
Phone system	-	242,359
Vehicles	66,954	66,954
	4,331,101	4,162,826
Accumulated depreciation	(3,390,139)	(3,269,436)
TOTAL PROPERTY AND EQUIPMENT	940,962	893,390
TOTAL ASSETS	$ 4,459,199	$ 3,877,534

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 72,004	$ -
NET ASSETS WITHOUT DONOR RESTRICTIONS	4,387,195	3,877,534
TOTAL LIABILITIES AND NET ASSETS	$ 4,459,199	$ 3,877,534

See Notes to Financial Statements

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Seacoast Mental Health Center Resource Group, Inc.
STATEMENTS OF OPERATIONS & CHANGES IN NET ASSETS
For the Years Ended June 30,

	2021	2020
REVENUE		
Rental revenue	$ 758,724	$ 758,724
EXPENSES		
Depreciation	120,702	132,842
Management Fees	84,107	84,000
Miscellaneous	46,740	37,680
Professional Fees	5,250	5,917
TOTAL EXPENSES	256,799	260,439
OTHER INCOME		
Interest income	1,283	16,559
Investment income	6,453	15,613
TOTAL OTHER INCOME	7,736	32,172
CHANGE IN NET ASSETS	509,661	530,457
NET ASSETS WITHOUT DONOR RESTRICTIONS, beginning of year	3,877,534	3,347,077
NET ASSETS WITHOUT DONOR RESTRICTIONS, end of year	$ 4,387,195	$ 3,877,534

See Notes to Financial Statements

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Seacoast Mental Health Center Resource Group, Inc.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	$ 509,661	$ 530,457
Adjustments to deficiency of revenue over expenses to net cash provided by operating activities:		
Depreciation	120,702	132,842
Accounts payable	72,004	-
NET CASH PROVIDED BY OPERATING ACTIVITIES	702,367	663,299
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment activity, net	(206,453)	(2,317,895)
Purchase of property and equipment	(168,274)	(54,259)
NET CASH USED BY INVESTING ACTIVITIES	(374,727)	(2,372,154)
NET INCREASE (DECREASE) IN CASH	327,640	(1,708,855)
CASH AT BEGINNING OF YEAR	666,249	2,375,104
CASH AT END OF YEAR	$ 993,889	$ 666,249

See Notes to Financial Statements

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Seacoast Mental Health Center Resource Group, Inc. (Resource Group) was incorporated on November 11, 1985. Resource Group's purpose is to support and benefit the Seacoast Mental Health Center, Inc. (the Center). Resource Group raises and contributes funds to the Center as well as managing property and equipment for lease to the Center. Seacoast Mental Health Center Resource Group owns and rents property in the Seacoast area of the State of New Hampshire.

Basis of Presentation

The financial statements of the Organization have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective July 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization 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 Organization. The Organization's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Revenue Recognition

Amounts received from grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses are incurred. Contributions of cash and other assets are reported as restricted if they are received with donor stipulations that limit the use of the donated assets. Contributions can be without donor restriction or with donor restriction.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

Property and equipment are recorded on the balance sheet at their historical cost. Property and equipment on the balance sheet represents items, which are leased to the Center. Depreciation is computed using the straight-line method over the following estimated useful lives:

	Years
Buildings and improvements	3-31.5
Vehicles	5
Equipment	5-7

Income Tax Status

Resource Group has received a letter of determination from the Internal Revenue Service advising it that it qualifies as a not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code, and, therefore, is not subject to income tax. In addition, the organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under section 509(a)(3).

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.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 INVESTMENTS

Resource Group has invested funds with R.M. Davis Wealth Management. The approximate breakdown of these investments are as follows for the years ended June 30,:

2021	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 838,894	$ -	$ 838,894
Corporate Bonds	814,661	(2,527)	812,134
Municipal Bonds	75,015	(24)	74,991
CD & BA's	790,119	8,210	798,329
	$2,518,689	$ 5,659	$2,524,348

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NOTE 2 INVESTMENTS (continued)

2020	Cost	Unrealized Gain	Market Value
Cash & Money Market	$ 9,342	$ -	$ 9,342
Fixed Income	2,296,662	11,891	2,308,553
	$2,306,004	$ 11,891	$2,317,895

Investment income consisted of the following for the years ended June 30, :

	2021	2020
Interest and Dividends	$ 32,248	$ 6,394
Realized gains (losses)	(785)	-
Investment fees	(1,664)	(2,672)
Unrealized gains (losses)	(23,346)	11,891
TOTAL	$ 6,453	$ 15,613

NOTE 3 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.

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NOTE 4 LIQUIDITY

The following reflects the Organization's financial assets available within one year for general expenditures as of June 30, 2021:

Cash and Cash Equivalents	$ 993,889
Investments	2,524,348
Financial assets available within one year for general expenditures	$3,518,237

As part of the Organization'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 5 RELATED PARTY TRANSACTIONS

During the years ended June 30, 2021 and 2020 the Resource Group paid $84,000 in management fees for administrative services to Seacoast Mental Health Center, Inc.

The Resource Group maintains a line of credit issued to the Center with a limit of $500,000. Interest is charged at prime plus 1%. As of June 30, 2021 the interest rate was 4.25%. There were no outstanding balances on this line as of June 30, 2021 and 2020. During the years ended June 30, 2021 and 2020 $-0- was collected in interest related to this line of credit.

Operating Leases

The Resource Group leases property and equipment to the Center. Rent received from affiliates for the years ended June 30, 2021 and 2020 was $758,724. The Center is obligated to the Resource Group under cancelable leases to continue to rent these facilities and equipment at an annual rate of approximately $758,724. The annual rates of rents are revisited on an annual basis.

NOTE 6 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 Company's customers and revenue, absenteeism in the Company's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Company, including investments and property and equipment.

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NOTE 7 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Resource Group has evaluated subsequent events through August 29, 2021, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2021, have been incorporated into these basic financial statements herein.

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Seacoast Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2021

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Seacoast Mental Health Center, Inc.
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Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Seacoast Mental Health Center, Inc.
Portsmouth, New Hampshire

We have audited the accompanying financial statements of Seacoast Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2021, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

DocuSign Envelope ID: B666048D-2BFF-4F3B-A6BC-E1536DF7EEEA

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Mental Health Center, Inc. as of June 30, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 13 through 16 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 8, 2021

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Seacoast Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2021

ASSETS

CURRENT ASSETS	
Cash and Cash Equivalents	$ 4,397,254
Accounts receivable (net of $400,000 allowance)	1,116,839
Investments	6,513,010
Prepaid expenses	165,173
TOTAL CURRENT ASSETS	12,192,276
PROPERTY AND EQUIPMENT - NET	178,141
TOTAL ASSETS	$ 12,370,417

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 137,853
Deferred income	27,390
Accrued vacation	273,102
Accrued expenses	704,232
TOTAL CURRENT LIABILITIES	1,142,577
NET ASSETS	
Net assets without donor restriction	11,227,840
TOTAL LIABILITIES AND NET ASSETS	$ 12,370,417

See Notes to Financial Statements

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Seacoast Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2021

PUBLIC SUPPORT AND REVENUES	
Public support -	
Federal	$ 78,856
State of New Hampshire - BMHS	1,049,394
Other public support	1,256,130
Total Public Support	2,384,380
Revenues -	
Program service fees	17,582,358
Rental income	65,102
Other revenue	775,063
Total Revenues	18,422,523
TOTAL PUBLIC SUPPORT AND REVENUES	20,806,903
OPERATING EXPENSES	
BBH funded program services -	
Children services	5,202,578
Emergency services	2,047,413
Adult services	7,405,837
Act Team	1,743,816
Substance Use Disorder	696,264
Fairweather Lodge	833,607
REAP	414,943
TOTAL EXPENSES	18,344,458
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	2,462,445
OTHER INCOME	
PPP loan forgiveness	2,153,073
Investment Income	731,168
TOTAL OTHER INCOME	2,884,241
TOTAL INCREASE IN NET ASSETS	5,346,686
NET ASSETS WITHOUT DONOR RESTRICTION, beginning	5,881,154
NET ASSETS WITHOUT DONOR RESTRICTION, ending	$ 11,227,840

See Notes to Financial Statements

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Seacoast Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2021

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	$ 5,346,686
Adjustments to reconcile to net cash provided by operations:	
Depreciation	74,539
PPP loan forgiveness	(2,153,073)
(Increase) decrease in:	
Accounts receivable - trade	132,496
Prepaid expenses	(39,441)
Increase (decrease) in:	
Accounts payable & accrued liabilities	(12,841)
Deferred income	10,766
NET CASH PROVIDED BY OPERATING ACTIVITIES	3,359,132
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(59,471)
Investment activity, net	(2,725,266)
NET CASH USED BY FINANCING ACTIVITIES	(2,784,737)
NET INCREASE IN CASH	574,395
CASH AT BEGINNING OF YEAR	3,822,859
CASH AT END OF YEAR	$ 4,397,254

See Notes to Financial Statements

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Seacoast Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Basis of Presentation

The financial statements of the Center have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective July 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Center and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Income Taxes

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.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Related Organizations
The Center leases property and equipment from Seacoast Mental Health Center Resource Group, Inc. - a related non-profit corporation formed in 1985 for the benefit of Seacoast Mental Health Center, Inc. Seacoast Mental Health Center Resource Group was formed to support the operations of Seacoast Mental Health Center, Inc. by managing and renting property and raising other funds on its behalf.

Depreciation
The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 30 years.

State Grants
The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits
Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Cash and Cash Equivalents
For purposes of the statement of cash flows, the Center considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable
Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable
In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

The Center increased its estimate in the allowance for doubtful accounts to $400,000 as of June 30, 2021 from $350,000 as of June 30, 2020. This was a result of Other insurance accounts receivable increasing to $431,278 as of June 30, 2021 from $325,424 as of June 30, 2020 and client balances increasing to $209,943 as of June 30, 2021 from $154,423 as of June 30, 2020.

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 $17,582,358, of which $17,120,209 was revenue from third-party payors and $462,149 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 payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid
The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 81% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2021. Laws and regulations governing the programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. Additionally, please refer to Note 13 regarding the MOE being waived for the year ended June 30, 2021.

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE	
Due from clients	$ 209,943
Insurance companies	431,278
Medicaid receivable	194,575
Medicare receivable	128,754
	964,550
Allowance for doubtful accounts	(400,000)
	564,550

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NOTE 3 ACCOUNTS RECEIVABLE (continued)

ACCOUNTS RECEIVABLE - OTHER	
BMHS	338,921
BEAS	11,250
BDAS	20,800
PATH	6,374
BHSIS	5,000
IDN	66,092
MCO Directed Payments	96,544
Other AR	7,308
	552,289
TOTAL ACCOUNTS RECEIVABLE	$ 1,116,839

NOTE 4 INVESTMENTS

The Center has invested funds with R.M. Davis Wealth Management. The approximate breakdown of these investments are as follows:

	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 117,908	$ -	$ 117,908
Fixed Income	2,557,505	18,898	2,576,403
Equities	2,434,816	627,077	3,061,893
Exchange Traded Funds	340,949	56,070	397,019
Mutual Funds	232,500	42,432	274,932
Other Assets	72,382	12,473	84,855
	$ 5,756,060	$ 756,950	$ 6,513,010

Investment income consisted of the following:

Interest and dividends	$ 97,205
Realized gains	20,014
Unrealized gains	639,540
Fee expenses	(25,591)
TOTAL	$ 731,168

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NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 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 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost, consists of the following:

Furniture, fixtures and computer equipment	$ 599,323
Accumulated depreciation	(421,182)
Net Book Value	$ 178,141

NOTE 7 LINE OF CREDIT

As of June 30, 2021, the Center had available a line of credit from a bank with an upper limit of $500,000. At that date, $-0- had been borrowed against the line of credit. These funds are available with an interest rate of The Wall Street Journal Prime Rate, floating. The line of credit expired and was not renewed.

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NOTE 8 DEFERRED INCOME

Bauman Family Foundation, Inc.	$ 15,000
Transportation Grant	12,390
TOTAL	$ 27,390

NOTE 9 RELATED PARTY TRANSACTIONS

During the year ended June 30, 2021, the Center collected $84,000 from Seacoast Mental Health Center Resource Group, Inc. (Resource Group) in management fees for administrative services.

A line of credit is available to the Center from Resource Group with a limit of $500,000. Interest is charged at prime plus 1%. As of June 30, 2021 $-0- had been borrowed against the line of credit and the interest rate was 4.25%. During the year ended June 30, 2021 $-0- was paid to the Resource Group in interest related to this line of credit.

Operating Leases

During the year ended June 30, 2021, the Center rented properties and equipment from the Resource Group. Total rent paid for the year for property and equipment was $657,312 and $101,412, respectively. The Center is obligated to the Resource Group under cancelable leases to continue to rent these facilities and equipment at an annual rate of approximately $758,724. The annual rates of rents are revisited on an annual basis.

NOTE 10 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a tax-sheltered annuity on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2021, contributions of $307,530 were made by the Center to the plan.

NOTE 11 CONCENTRATIONS OF CREDIT RISK

Cash deposits in the Center's accounts at June 30, 2021 consist of the following:

	Book Balance	Bank Balance
Insured by FDIC*	$ 4,397,254	$ 4,448,881

The differences between book and bank balances are reconciling items such as deposits in transit and outstanding checks.

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NOTE 11 CONCENTRATIONS OF CREDIT RISK (continued)

* The Center has entered into an Insurance Cash Sweep Deposit Placement Agreement which places funds into deposit accounts at receiving depository institutions from the Center's transaction account with Destination Institutions. Each Destination Institution is insured by the Federal Deposit Insurance Corporation (FDIC) up to the current maximum deposit insurance amount of $250,000. Included in cash insured by FDIC as of June 30, 2021 is $4,198,881 deposited at Destination Institutions through the Insured Cash Sweep service.

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2021 is as follows:

Due from clients	22 %
Insurance companies	45
Medicaid	20
Medicare	13
	100 %

NOTE 12 LIQUIDITY

The following reflects the Center's financial assets available within one year for general expenditures as of June 30, 2021:

Cash and Cash Equivalents	$ 4,397,254
Accounts Receivable	1,116,839
Investments	6,513,010
Financial assets available within one year for general expenditures	$12,027,103

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 13 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.

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NOTE 13 RISKS & UNCERTAINTIES (continued)

Due to these economic uncertainties the Center applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain.

On April 1, 2020, the Center successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective only for the period of July 1, 2020 through June 30, 2021, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

NOTE 14 PAYCHECK PROTECTION PROGRAM LOAN

The Center was granted a loan in the amount of $2,153,073 under the Paycheck Protection Program ("PPP") administered by the Small Business Administration ("SBA"). The loan is uncollateralized and is fully guaranteed by the Federal Government. The Center used the PPP loan proceeds for purposes consistent with the loan provisions and received forgiveness in April 2021. For the year ended June 30, 2021, the Center has recognized $2,153,073 as PPP Loan forgiveness in other income.

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 8, 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

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Seacoast Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2021

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	$ 154,423	$ 992,418	$ (530,269)	$ (406,629)	$ 209,943
MEDICAID	353,359	15,194,127	(864,727)	(14,488,184)	194,575
MEDICARE	132,132	1,346,220	(588,394)	(761,204)	128,754
OTHER INSURANCE	325,424	3,367,904	(1,334,921)	(1,927,129)	431,278
ALLOWANCE FOR UNCOLLECTIBLES	(350,000)	-	(50,000)	-	(400,000)
TOTAL	$ 615,338	$ 20,900,669	$ (3,368,311)	$ (17,583,146)	$ 564,550

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Seacoast Mental Health Center, Inc.
ANALYSIS OF BMHS REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2021

	Receivable From BMHS Beginning of Year	BMHS Revenues Per Audited Financial Statements	Receipts for Year	Receivable From BMHS End of Year
CONTRACT YEAR, June 30, 2021	$ 117,277	$ 1,049,394	$ (827,750)	$ 338,921

Analysis of Receipts: Date of Receipt	Amount
08/01/20	$ 74,003
09/02/20	36,053
09/21/20	7,221
10/05/20	65,036
11/16/20	20,106
12/14/20	137,588
12/28/20	21,823
01/28/21	103,460
01/29/21	72,695
04/27/21	173,980
06/30/21	162,428
04/04/21	19,713
04/23/21	38,454
Less: Federal Monies	(104,810)
	$ 827,750

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Seacoast Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2021

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP
Program Service Fees:										
Net Client Fee	$ 462,149	$ -	$ 462,149	$ 212,298	$ 40,289	$ 170,953	$ 31,418	$ 5,226	$ 1,965	$ -
Medicaid	14,329,400	-	14,329,400	5,267,301	161,387	7,935,746	704,764	131,677	128,525	-
Medicare	757,826	-	757,826	2,796	(367)	708,340	24,717	21,420	920	-
Other Insurance	2,032,983	-	2,032,983	613,872	166,131	1,185,347	18,037	45,782	3,814	-
Public Support - Other:										
United Way	5,000	-	5,000	2,000	-	3,000	-	-	-	-
Local/County Government	133,667	7,500	126,167	66,092	-	-	-	60,075	-	-
Donations/Contributions	117,038	117,038	-	-	-	-	-	-	-	-
Other Public Support	999,486	218,425	781,061	89,488	442,650	145,183	16,139	2899	12,524	72,178
DCYF	939	-	939	939	-	-	-	-	-	-
Federal Funding:										
Other Federal Grants	40,622	-	40,622	2,500	-	(66,878)	-	-	-	105,000
PATH	38,234	-	38,234	-	-	-	38,234	-	-	-
BMHS										
Community Mental Health	1,049,394	-	1,049,394	6,000	377,820	5,000	520,574	-	-	140,000
Rental Income	65,102	-	65,102	-	-	-	-	-	65,102	-
Other Revenues	775,063	86,821	688,242	218	13	498,605	189,208	198	-	-
	20,806,903	429,784	20,377,119	6,263,504	1,187,923	10,585,296	1,543,091	267,277	212,850	317,178
Administration	-	(429,784)	429,784	134,196	25,451	226,790	33,061	5,726	4,560	-
TOTAL PUBLIC SUPPORT AND REVENUES	$ 20,806,903	$ -	$ 20,806,903	$ 6,397,700	$ 1,213,374	$ 10,812,086	$ 1,576,152	$ 273,003	$ 217,410	$ 317,178

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Seacoast Mental Health Center, Inc.
STATEMENT OF PROGRAM SERVICE EXPENSES
For the Year Ended June 30, 2021

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP
Personnel Costs:										
Salary and wages	$ 12,580,339	$ 2,264,891	$ 10,315,448	$ 2,927,188	$ 1,263,075	$ 4,405,598	$ 801,180	$ 393,947	$ 412,763	$ 111,697
Employee benefits	1,840,703	157,492	1,683,211	489,917	166,789	715,326	142,034	67,713	82,258	19,174
Payroll Taxes	891,911	155,755	736,156	209,163	94,969	311,418	56,330	26,047	31,939	6,290
Professional Fees:										
Accounting/audit fees	36,683	20,268	16,415	5,586	1,491	6,253	1,523	464	987	111
Legal fees	39,025	18,852	20,173	-	-	-	20,173	-	-	-
Other professional fees	358,687	129,860	228,827	23,728	1,148	21,834	1,569	467	1,012	179,069
Staff Devel. & Training:										
Journals & publications	1,736	529	1,207	303	29	116	29	9	719	2
Conferences & conventions	(935)	(935)	-	-	-	-	-	-	-	-
Other Staff Development	16,819	485	16,334	9,847	58	4,248	245	1,667	264	5
Occupancy costs:										
Rent	902,562	147,455	755,107	174,449	42,709	188,042	269,512	13,368	63,786	3,241
Other Utilities	80,869	17,112	63,757	17,699	4,889	19,279	4,794	1,424	15,282	390
Maintenance & repairs	137,701	33,473	104,228	32,453	8,820	36,231	8,744	2,661	14,632	687
Consumable Supplies:										
Office	36,236	9,312	26,924	9,202	4,257	8,996	2,153	684	1,459	173
Building/household	25,140	5,973	19,167	4,411	1,072	4,281	1,051	312	7,954	86
Food	34,512	703	33,809	637	128	1,024	239	38	31,733	10
Medical	6,075	620	5,455	1,513	177	2,184	476	752	339	14
Other	367,310	85,790	281,520	92,173	24,766	103,390	25,163	7,646	16,309	12,073
Depreciation	74,539	17,607	56,932	19,560	5,185	21,528	5,261	1,597	3,410	391
Equipment rental	97,029	19,890	77,139	24,336	5,838	25,471	7,279	1,789	11,983	443
Advertising	10,585	7,774	2,811	1,021	247	1,033	252	77	163	18
Printing	6,365	1,298	5,067	1,274	1,379	1,296	310	97	200	511
Telephone/communications	210,120	30,946	179,174	62,926	33,246	52,597	17,941	4,832	5,429	2,203
Postage/shipping	18,398	4,520	13,878	4,723	1,264	5,265	1,283	389	831	123
Transportation:										
Staff	253,769	1,287	252,482	94,858	8,377	89,459	51,025	2,033	3,470	3,260
Clients	679	-	679	43	-	44	297	152	143	-
Assist to Individuals:										
Client services	37,056	-	37,056	14,696	-	11,288	1,864	9,002	165	41
Insurance:										
Malpractice/bonding	43,527	10,218	33,309	11,334	3,027	12,688	3,091	942	2,002	225
Vehicles	3,327	-	3,327	660	-	971	496	-	1,200	-
Comp. Property/liability	105,775	24,975	80,800	27,487	7,374	30,741	7,502	2,281	4,862	553
Membership Dues	3,802	2,626	1,176	-	638	538	-	-	-	-
Other Expenditures	124,114	108,483	15,631	11,944	688	1,636	466	129	745	23
	18,344,458	3,277,259	15,067,199	4,273,131	1,681,640	6,082,775	1,432,282	540,519	716,039	340,813
Admin. Allocation	-	(3,277,259)	3,277,259	929,447	365,773	1,323,062	311,534	155,745	117,568	74,130
TOTAL PROGRAM EXPENSES	$ 18,344,458	$ -	$ 18,344,458	$ 5,202,578	$ 2,047,413	$ 7,405,837	$ 1,743,816	$ 696,264	$ 833,607	$ 414,943

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First	*Last*	*Term Begin*	*Term End*	*Officer*
Monica	Kieser	Jan-12	Jan-24	President
Kimberly	Hyer	Apr-97	Jun-23	Vice President
Mark	Cochran	Nov-17	Nov-23	Secretary
Brian	Carolan	Mar-18	Mar-24	Treasurer
Martha	Byam	Oct-20	Oct-23	N/A
Jason	Coleman, SMSgt NHANG	Feb-03	Feb-24	N/A
Kathleen	Dwyer	Aug-13	Aug-22	N/A
Sandi	Hennequin	May-17	May-23	N/A
Dave	Keaveny	Feb-20	Feb-23	N/A
Erin	Lawson	Jan-16	Jan-25	N/A
Andy	Mamczak	May-19	May-22	N/A
Michael	Ralph	Feb-22	Feb-25	N/A
Ned	Raynolds	May-14	May-23	N/A
Eric	Spear	Mar-19	Mar-25	N/A
Peter	Taylor	Jan-19	Jan-25	N/A
Mary	Toumpas	Jan-19	Jan-25	N/A

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Geraldine A. Couture
[redacted]

Professional Experience

Seacoast Mental Health Center, Inc., Portsmouth, NH
Executive Director, April 2002

Seacoast Mental Health Center, Inc., Portsmouth, NH
Associate Director, March 1993 – April 2002
Interim Director of Child Adolescent and Family Services, November 2000 – Compliance Officer
Oversee fiscal and administrative functions of large community mental health center.
Coordinate development and monitoring of annual budget and state contract.
Facilitate ongoing development of team model Child, Adolescent and Family Services Department including direct supervision of management staff, regional planning and inter-agency collaboration.
Chair: Compliance Committee.
Member: Personnel, Staff Growth and Development and Quality Improvement Committees

Strafford Guidance Center, Inc., Dover, NH
Business Manager, December 1991 - March 1993
Assistant Business Manager, January 1991 - December 1991
Accounts Receivable Manager, August 1987 - January 1991
Actively oversee daily operations of Accounts Receivable Department in a community mental health center.
Participate in development and monitoring of annual budget and contract with the New Hampshire Division of Mental Health.

Rochester Site Office Manger, December 1986 - August 1987
Responsible for all daily operations of satellite office.

Administrative Assistant, June 1986 - December 1986
Provided administrative support services to the Director of the Community Support Program.

Fradco Holdings, Inc., Greensburg, PA
President, June 1984 - April 1986
Administered all functions of company dealing in coal, timber and natural gas holdings.

Educational Experience

University of New Hampshire, Durham, NH
Master of Health Administration, May 2001.

University of New Hampshire, Durham, NH
Bachelor of Science, College of Life Sciences and Agriculture, Family and Consumer Studies, May 1984

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Honors and Awards

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

Membership

National Association of Reimbursement Officers, Past President

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WASSFY M. HANNA, M. D.

Experience

Medical Director
Responsible for insuring the delivery of quality psychiatric care
Seacoast Mental Health Center
Portsmouth, New Hampshire
1975-Present

Medical Director
Responsible for insuring delivery of psychiatric care to children, adolescents, and their families
Portsmouth Pavilion Adolescent Unit
Portsmouth, New Hampshire
1988-Present

Private Practice
Psychiatric treatment of adults and of children and their families
1968-Present

Chief of Psychiatry
Insure quality of psychiatric care delivered at Portsmouth Pavilion
Portsmouth Hospital
1987-1993

Director of Training
Responsible for training of Harvard Fellows in Child Psychiatry
Gaebler Training Program in Child Psychiatry
Gaebler Children's Center
Waltham, Massachusetts
1975-1985

Staff Psychiatrist
Gaebler Children's Center
Waltham, Massachusetts
1968-1975

Staff Psychiatrist
Metropolitan Hospital
Waltham, Massachusetts
1963-1965

Teaching Appointments

Assistant Clinical Professor of Psychiatry
Responsible for the education of third year Tufts University Medical Students during their rotation in Child Psychiatry and for Tufts University residents in Adult Psychiatry during their rotation in Child Psychiatry
Tufts University Medical School
Boston, Massachusetts
1979-1985

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Clinical Instructor in Psychiatry
Responsible for training of Harvard Fellows in Child Psychiatry
Harvard Medical School
Cambridge, Massachusetts
1968-1985

Appointments

Examiner
Child Psychiatry
American Board of Psychiatry and Neurology
1986-Present

Trustee
Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire
1992-Present

Education

Graduated Cairo University Medical School
Cairo, Egypt
January, 1957

Rotating Internship
Cairo University Hospital
Cairo, Egypt
1957-1958

Residency in Neurology
Cairo University Hospital
Cairo, Egypt
1958-1960

Residency in Adult Psychiatry
Metropolitan Hospital
Waltham, Massachusetts
1961-1963

Fellowship in Child Psychiatry
Harvard Medical School
Gaebler Children's Center
Waltham, Massachusetts
1965-1967

Board Certifications

Board Certified in Neurology
Cairo University
Cairo, Egypt
1960

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Board Certified in Adult Psychiatry
American Board of Psychiatry and Neurology
1971

Board Certified in Child Psychiatry
American Board of Psychiatry and Neurology
1984

Licensure

Licensed to practice medicine in New Hampshire

Licensed to practice medicine in Massachusetts

Hospital Affiliations

Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire

Exeter Hospital
Exeter, New Hampshire

Saint Elizabeth Hospital (past affiliation)
Brighton, Massachusetts

Gaebler Children's Center (past affiliation)
Waltham, Massachusetts

Professional Memberships

American Psychiatric Association

New England Council of Child Psychiatry

New Hampshire Medical Society

New Hampshire Psychiatric Society

Publications

"Attention Deficit Disorder", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

"Elective Mutism", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

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"Enuresis", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

"The Importance of Follow-up in Latency" (Gair and Hanna), 1971
Presented at the Ortho-Psychiatry Annual Meeting, 1971

"Imaginary Companion and Superego Development" (Gair and Hanna), 1968
Presented at the Annual Meeting of the American Academy of Child Psychiatry, 1968

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CONTRACTOR NAME: Seacoast Mental Health Center, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Geraldine Couture	President/CEO	187,103	0%	
Wassfy Hanna	Medical Director	138,230	0%	

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

July 27, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed in **bold** below to continue providing Rapid Response crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals, by exercising contract renewal options by increasing the total price limitation by $2,032,630 from $1,731,950 to $3,764,580 and extending the completion dates from August 19, 2021 to May 31, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original agreements were approved by the Governor on June 23, 2020, and presented to the Executive Council on July 15, 2020, as Informational Item #T.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Northern Human Services	177222	Conway, Region 1	$173,195	$281,040	$454,235
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	$173,195	$281,040	$454,235
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	$173,195	$173,195	$346,390
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	$173,195	$281,040	$454,235
Monadnock Family Services	177510	Keene, Region 5	$173,195	$173,195	$346,390

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Greater Nashua Mental Health	154112	Nashua, Region 6	$173,195	$0	$173,095
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	$173,195	$0	$173,195
Seacoast Mental Health Center, Inc.	**174089**	**Portsmouth, Region 8**	**$173,195**	**$281,040**	**$454,235**
Community Partners of Strafford County Foundation	**177278**	**Dover, Region 9**	**$173,195**	**$281,040**	**$454,235**
The Mental Health Center for Southern New Hampshire	**174116**	**Derry Region 10**	**$173,195**	**$281,040**	**$454,235**
		Total:	**$1,731,950**	**$2,032,630**	**$3,764,580**

Funds are available in the following accounts for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose this request to continue providing crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports to youth and adults who are under or uninsured and are impacted by COVID-19, as well as healthcare professionals.

This request includes eight (8) of the ten (10) contracts for Rapid Response services. The Department anticipates the remaining two (2) contracts will be presented to the Governor and Executive Council at a future meeting once the executed contract documents are received from the remaining two (2) vendors.

Due to both COVID-19 and the state of emergency, people with serious mental illness, youth with serious emotional disturbance, general citizens, and health care professionals are still expected to continue developing new behavioral health challenges or exacerbations of current symptoms, including increases in depression, anxiety, trauma and grief. The Contractors provide crisis stabilization services to individuals who are under or uninsured and otherwise may not have access to affordable care.

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The Contractors have increased the capacity of the New Hampshire community mental health system to respond to individuals with behavioral health crises, who are impacted by the COVID-19 pandemic, using evidence-based practices. New and existing staff have received, and will continue to receive, training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; and trauma-informed care. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

The Department continues to monitor contracted services by:

- Actively and regularly collaborating with the vendors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- Requesting key data and metrics that include client-level demographic, performance and service data.
- Participating in monthly meetings with Project Directors to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for approximately 9 ½ months of the two (2) years available.

Should the Governor and Council not authorize this request, individuals who are experiencing mental health crises due to COVID-19 may not have access to necessary stabilization services and will be at an increased risk for utilization of more costly services in emergency departments, psychiatric hospitals and long term care facilities.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

Lori A. Shibinette
Commissioner

Fiscal Details for Rapid Response Contracts

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES,SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		173,195.00	173,195.00
			Subtotal	173,195.00	173,195.00	346,390.00

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		173,195.00	173,195.00
			Subtotal	173,195.00	173,195.00	346,390.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911			-
			Subtotal	173,195.00	-	173,195.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911			-

Fiscal Details for Rapid Response Contracts

			Subtotal	173,195.00	-	173,195.00

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

The Mental Health Center for Southern New Hampshire (Vendor Code 174118-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00
		Total		1,731,950.00	2,032,630.00	3,764,580.00

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Seacoast Mental Health Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020 (Informational Item T), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   May 31, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $454,235.

3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:

   3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

Original Budget	
Line Item	**Amount**
Staffing	$113,500
Fringe Benefits	$34,050
Personal Protective Equipment, Supplies, Technology and Training	$5,400
Data Collection	$4,500
Indirect Costs on Clinical Services	$ 15,295
Indirect Costs on Data Collection	$450
Total	**$173,195**

Supplemental Budget	
Line Item	**Amount**
Staffing	$185,265
Fringe Benefits	$55,579
Personal Protective Equipment, Supplies, Technology and Training	$7,990
Data Collection	$6,658
Indirect Costs on Clinical Services	$24,883
Indirect Costs on Data Collection	$665
Total	**$281,040**

4. Modify Exhibit C, Payment Terms, Section 4, to read:

   4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

      4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

      4.2 Ensure timesheets and/or time cards support the hours employees worked for wages reported under this contract, pursuant to 45 CFR Part 75.430(i)(1) Charges to Federal, which indicates awards for salaries and wages must be based on records that accurately reflect the work performed.

      4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

      4.4. Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/30/2021
Date

DocuSigned by:
Katja Fox
ED9D05B04C83442...

Name: Katja Fox
Title: Director

Seacoast Mental Health Center, Inc.

7/30/2021
Date

DocuSigned by:
Geraldine (Jay) Couture
A9953D2454F1468...

Name: Geraldine (Jay) Couture
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/3/2021

DocuSigned by:
Takhmina Rakhmatova
FDF521C825C34AC...

Date

Name: Takhmina Rakhmatova
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 24, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu authorized the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed $1,731,950 for crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals with the option to renew for up to two (2) additional years, effective June 23, 2020, through August 19, 2021. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County Foundation	177278	Dover, Region 9	$173,195
Northern Human Services	177222	Conway, Region 1	$173,195
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	$173,195
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	$173,195
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	$173,195
Monadnock Family Services	177510	Keene, Region 5	$173,195
The Community Council of Nashua, N.H.	154112	Nashua, Region 6	$173,195
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	$173,195
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	$173,195

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The Mental Health Center of Southern New Hampshire	174116	Derry, Region 10	$173,195
		Total:	**$1,731,950**

Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-092-922010-19090000 HEALTH & SOCIAL SERVICES-DEPARTMENT OF HEALTH & HUMAN SERVICES-DIV FOR BEHAVIORAL HEALTH-BUREAU OF MENTAL HEALTH SERVICES-SAMHSA GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92201909	$108,247
2021	102-500731	Contracts for Prog Svc	92201909	$1,298,962
2022	102-500731	Contracts for Prog Svc	92201909	$324,741
			Total	**$1,731,950**

EXPLANATION

These items are **Sole Source** because the Department, in the interest of the public's health and safety, determined that the State's community mental health centers are best positioned to effectively provide crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals. The Bureau of Mental Health Services contracts for services through the community mental health centers that are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and State regulation NH He-M403.

Due to both COVID-19 and the State of Emergency, people with serious mental illness, youth with serious emotional disturbance and new or early serious mental illness, general citizens, and healthcare professionals are expected to develop new behavioral health problems or exacerbations of such problems, including increases in depression, anxiety, trauma, and grief. The Contractors will provide services to these individuals who are under or uninsured from June 23, 2020, to August 19, 2021.

The Contractors will increase the capacity of the New Hampshire community mental health system to respond to people with behavioral health crises who are impacted by the COVID-19 pandemic using evidence-based practices. New and existing staff will receive training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; trauma-informed care; and the use of American Society of Addiction Medicine criteria for Substance Use Disorder services. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

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- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

for

Lori A. Shibinette
Commissioner

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Subject: Rapid Response (SS-2020-DBH-07-RAPID-08)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Seacoast Mental Health Center, Inc.		1.4 Contractor Address 1145 Sagamore Ave. Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 431-6703	1.6 Account Number 05-095-092-922010-19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation $173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature [signature] Date: 06.03.2020		1.12 Name and Title of Contractor Signatory Geraldine Couture, President and CEO	
1.13 State Agency Signature [signature] Date: 6/5/2020		1.14 Name and Title of State Agency Signatory Christine Tappan, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Catherine Pinos		On: 06/17/20	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials [initials]
Date 06.03.2020

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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.

Contractor Initials

Date 6/3/2020

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

Date 6/03/2020

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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.

Contractor Initials

Date 12.23.2020

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EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

EXHIBIT B

Scope of Services

1. Statement of work

1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:

1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);

1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and

1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.

1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:

1.2.1. Individuals who are not covered by public or commercial health insurance programs;

1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.

1.3. For the purposes of this Agreement, all references to days shall mean calendar days.

1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Eight (8).

1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:

1.5.1. Applicable federal and state law, including administrative rules and regulations;

1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and

1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:

1.5.3.1. Hire additional staff as described in Section 2, Staffing.

1.5.3.2. Train additional staff as described in Subsection 2.2.

1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.

1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:

1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;

1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and

1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.

1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.

1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.

1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."

1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.

1.11. The Contractor shall provide crisis services and interventions by:

1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;

1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;

1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;

1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;

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1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.

1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:

1.12.1. Assertive community treatment;

1.12.2. Supported employment;

1.12.3. Illness management and recovery;

1.12.4. Therapeutic behavioral services;

1.12.5. Family support; and

1.12.6. Medication management.

1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:

1.13.1. Modular Approach to Therapy for Children (MATCH);

1.13.2. Trauma-focused cognitive behavioral therapy; and

1.13.3. Supported employment for individuals for whom it is developmentally appropriate.

1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:

1.14.1. Evaluations;

1.14.2. Withdrawal management;

1.14.3. Outpatient counseling;

1.14.4. Residential services; and

1.14.5. Recovery supports.

1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:

1.15.1. Medication Assisted Treatment (MAT);

1.15.2. Cognitive Behavioral Therapy (CBT);

1.15.3. Motivational Enhancement Therapy (MET);

1.15.4. Seeking Safety;

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1.15.5. The Seven Challenges; and

1.15.6. Brief strategic family therapy.

1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:

1.16.1. Identifying providers;

1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and

1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.

1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.

1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.

1.19. In Community Mental Health Region Eight (8), the Contractor, in collaboration with the Department, shall:

1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and

1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.

1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.

2.2. The Contractor shall ensure that Contractor staff receive training on:

2.2.1. New Hampshire Rapid Response goals and objectives;

2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;

2.2.3. Guideline-based crisis intervention;

2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and

2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.

2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:

2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.

2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).

2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.

2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.

2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.

2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.

2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.

2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.

2.3.5 If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.

2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

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2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.

3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.

3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.

3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.

3.4.1. The Contractor shall provide a $20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.

3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted

3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.

3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.

3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.

3.7. The Contractor may utilize funding in this Agreement designated for data

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infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

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records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
   2.2. The Indirect Cost Rate of 10.00% applies in accordance with 2 CFR §200.414.
   2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

BUDGET	
Line Item	**Amount Amount**
Staffing	$113,600
Fringe and Benefits	$ 34,050
Personal Protective Equipment, Supplies, Technology, and Training	$ 5,400
Data Collection	$ 4,500
Indirect Costs on Clinical Services	$ 15,295
Indirect Costs on Data Collection	$ 450
Total	$173,195

   3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
      3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
      3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served

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indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.

4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

12. Audits

    12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

        12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

        12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

        12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

12.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:

12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.

12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.

12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.

12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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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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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:

Oct 23, 2020
Date

Name: Geraldine Bennett
Title: President and CEO

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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:

Oct 03, 2023
Date

Name: Geraldine Couture
Title: President and CEO

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

06.03.2020
Date

Name: Geraldine Couture
Title: President and CEO

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification.

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

06.03.2020
Date

Name: Geraldine Cloutier
Title: President and CEO

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification.

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

06.03.2020
Date

Name: Geraldine Couture
Title: President and CEO

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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition. to this end the terms and conditions of this Exhibit I are declared severable

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Seacoast Mental Health Center, Inc
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Tappan	Geraldine Couture
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President and CEO
Title of Authorized Representative	Title of Authorized Representative
6.5.2020	06.03.2020
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

06.03.2020
Date

Name: Geraldine Couture
Title: President and CEO

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FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 188996185

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ✓ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO ✓ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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A. Definitions

The following terms may be reflected and have the described meaning in this document.

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020, (Informational Item T), as amended on August 18, 2021, (Item #34), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Subsection 1.2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   May 31, 2023

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval. .

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/19/2022
Date

DocuSigned by:
Katja S. Fox
ED0D05B04C83442...
Name: Katja S. Fox
Title: Director

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

4/19/2022
Date

DocuSigned by:
Wayne Goss
F7700F35504D47E...
Name: Wayne Goss
Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/25/2022
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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: **0005748185**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

William M. Gardner
Secretary of State

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY FOUNDATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 27, 2005. 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: **536294**

Certificate Number: **0005748187**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

William M. Gardner
Secretary of State

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CERTIFICATE OF AUTHORITY

I, **Gary Gletow**, 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 4/18/22, ~~20~~, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That **Wayne Goss, 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: 4/18/22

Signature of Elected Officer
Name: Gary Gletow
Title: Secretary

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/10/2022

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: Michele Palmer PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED Behavioral Health & Developmental Services of Strafford County Inc, DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins Co — 18058 INSURER B : Granite State Health Care and Human Services Self- INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21-22 All w/ D&O **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [X] OTHER: Professional Liability			PHPK2344136	11/01/2021	11/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2344141	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB791337	11/01/2021	11/01/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000027 (3a.) NH	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Directors & Officers Liability			PHSD1670913	11/01/2021	11/01/2022	Limit Deductible	$5,000,000 $35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of NH; Department of Health &
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

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113 Crosby Road
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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

United Way
United Way of the Greater Seacoast

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.

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BerryDunn



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2021 and 2020

With Independent Auditor's Report

DocuSign Envelope ID: 4DF3840A-9741-4DD8-BC29-D0DDAB3A497A

BerryDunn

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, 2021 and 2020, 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.

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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, 2021 and 2020, 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.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, in 2021 the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 4, 2021

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Financial Position

June 30, 2021 and 2020

	2021	2020
ASSETS		
Cash and cash equivalents	**$ 6,897,442**	$ 6,801,286
Restricted cash	**112,592**	112,525
Accounts receivable, net	**2,797,374**	2,092,725
Grants receivable	**299,756**	591,940
Prepaid expenses	**460,431**	485,267
Property and equipment, net	**2,492,164**	2,231,627
Total assets	**$13,059,759**	$12,315,370
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued liabilities	**$ 2,055,823**	$ 2,842,555
Paycheck Protection Program (PPP) funding	**3,375,000**	3,375,000
Estimated third-party liability	**1,206,028**	1,031,569
Operating lease payable	**98,894**	72,230
Loan fund	**89,629**	89,562
Notes payable	**553,729**	784,036
Total liabilities	**7,379,103**	8,194,952
Net assets		
Without donor restrictions	**5,600,644**	4,018,670
With donor restrictions	**80,012**	101,748
Total net assets	**5,680,656**	4,120,418
Total liabilities and net assets	**$13,059,759**	$12,315,370

The accompanying notes are an integral part of these consolidated financial statements.

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Activities

Years Ended June 30, 2021 and 2020

	2021	2020
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	**$34,521,525**	$31,378,211
Medicare revenue	**304,321**	175,540
Client resources	**2,081,203**	2,176,062
Contract revenue	**3,014,955**	1,632,156
Grant income	**2,369,938**	1,700,264
Interest income	**21,309**	37,074
Other program revenue	**44,650**	1,340,942
Public support	**125,308**	119,432
Other revenue	**921,198**	736,918
Total public support and revenue	**43,404,407**	39,296,599
Net assets released from restrictions	**59,689**	-
Total public support, revenue, and releases	**43,464,096**	39,296,599
Expenses		
Program services		
Case management	**1,107,522**	1,040,686
Day programs and community support	**4,770,513**	5,160,769
Early support services and youth and family	**4,555,661**	4,513,949
Family support	**646,820**	643,257
Residential services	**14,833,402**	12,328,472
Consolidated services	**4,621,721**	4,023,490
Adult services	**2,601,108**	2,899,359
Emergency services	**679,164**	660,072
Other	**4,279,398**	3,730,957
Total program expenses	**38,095,309**	35,001,011
Supporting services		
General management	**3,786,813**	3,509,129
Total expenses	**41,882,122**	38,510,140
Change in net assets without donor restrictions	**1,581,974**	786,459
Changes in net assets with donor restrictions		
Grants and contributions	**37,953**	101,748
Net assets released from restrictions	**(59,689)**	-
Change in net assets with donor restrictions	**(21,736)**	101,748
Change in net assets	**1,560,238**	888,207
Net assets, beginning of year	**4,120,418**	3,232,211
Net assets, end of year	**$ 5,680,656**	$ 4,120,418

The accompanying notes are an integral part of these consolidated financial statements.

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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, 2021

	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	$ 958,139	$ 3,382,580	$ 4,875,562	$ 311,161	$ 15,683,299	$ 4,805,506	$ 3,951,142	$ 68,790	$ 485,346	$ 34,521,525	$ -	$ 34,521,525
Medicare revenue	-	28,678	471	-	-	-	227,248	-	47,924	304,321	-	304,321
Client resources	37,866	42,000	488,541	2	1,158,381	31,684	171,019	60,333	91,377	2,081,203	-	2,081,203
Contract revenue	70,549	241,763	505,581	76,179	46,803	46,470	10,720	217,618	1,671,051	2,886,734	128,221	3,014,955
Grant income	23,933	260,067	121,507	42,551	80,686	14,955	84,571	5,136	1,683,864	2,317,270	52,668	2,369,938
Interest income	-	4	-	-	-	-	-	-	9	13	21,296	21,309
Other program revenue	-	34,850	800	-	-	-	-	-	-	35,650	9,000	44,650
Public support	7,456	2,839	3,444	12,658	723	167	2,204	-	151,673	181,164	3,833	184,997
Other revenue	-	73,580	35,700	150	585,398	77,400	52,950	4,650	27,049	856,877	64,321	921,198
Total public support and revenue	1,097,943	4,066,361	6,031,606	442,701	17,555,290	4,976,182	4,499,854	356,527	4,158,293	43,184,757	279,339	43,464,096
Expenses												
Salaries and wages	673,124	2,117,099	2,820,168	207,012	1,426,816	1,882,181	1,864,434	243,799	2,229,963	13,464,596	2,498,842	15,963,438
Employee benefits	156,906	550,078	570,994	50,448	332,913	140,243	50,478	46,389	689,640	2,588,089	449,459	3,037,548
Payroll taxes	52,290	180,303	223,454	16,332	111,773	157,380	98,348	18,377	203,168	1,061,425	176,956	1,238,381
Contracted substitute staff	-	1,828	5,138	-	-	-	-	-	-	6,966	-	6,966
Client treatment services	16,503	578,112	109,468	260,328	5,063,469	2,189,673	153,990	-	7,775	8,379,318	-	8,379,318
Professional fees and consultants	32,923	60,588	197,057	9,328	51,829	18,644	54,842	328,823	178,672	932,706	149,939	1,082,645
Subcontractors	-	317,958	-	-	7,511,181	6,919	-	-	-	7,836,058	-	7,836,058
Staff development and training	7,270	14,168	27,178	890	2,683	4,943	10,313	5,337	11,132	83,914	60,512	144,426
Rent	-	99,994	100,086	-	37,299	-	72,381	7,168	113,699	430,627	19,255	449,882
Utilities	8,344	45,497	17,555	1,319	15,323	2,117	20,949	4,564	29,968	145,636	19,929	165,565
Building maintenance and repairs	16,780	77,759	40,075	2,626	31,171	4,292	25,832	1,667	94,301	294,503	30,531	325,034
Other occupancy costs	6,354	87,465	34,901	1,005	10,774	1,612	23,667	-	45,759	211,537	3,285	214,822
Office	15,033	109,309	133,022	3,009	45,032	6,509	44,018	4,879	91,142	451,953	106,382	558,335
Building and housing	3,833	18,807	8,084	649	5,842	1,340	4,896	558	21,883	65,892	9,108	75,000
Client consumables	529	13,537	3,092	4,161	22,325	29,114	2,056	20	52,175	127,009	695	127,704
Medical	69	743	618	13	347	52	740	103	4,573	7,258	311	7,569
Equipment maintenance	28,093	101,380	104,761	5,432	37,252	10,290	63,673	7,202	55,218	413,301	101,352	514,653
Depreciation	19,443	85,642	46,299	4,166	37,267	8,564	13,402	1,558	47,822	264,163	35,224	299,387
Advertising	-	15	46	-	-	-	101	5	23	190	606	796
Printing	-	80	185	-	-	-	497	-	1,228	1,990	300	2,290
Telephone and communications	24,942	54,932	51,532	4,034	12,676	6,338	38,610	4,243	49,301	246,608	63,790	310,398
Postage and shipping	817	4,526	4,135	173	1,540	348	3,344	544	10,232	25,659	2,983	28,642
Transportation	1,039	97,858	4,638	286	42,567	69,068	8,408	50	20,553	244,467	4,125	248,592
Assistance to individuals	32,260	52,269	4,020	73,464	3,332	78,006	2,954	294	34,092	280,691	3,846	284,537
Insurance	9,188	90,097	45,620	1,869	25,492	3,637	38,529	3,535	43,572	261,539	43,416	304,955
Membership dues	51	928	2,567	11	98	22	4,227	33	120,736	128,673	3,575	132,248
Interest	1,661	2,302	968	265	4,077	429	419	16	15,071	25,208	2,392	27,600
Other	70	7,239	-	-	324	-	-	-	107,700	115,333	-	115,333
Total expenses	1,107,522	4,770,513	4,555,661	646,820	14,833,402	4,621,721	2,601,108	679,164	4,279,398	38,095,309	3,786,813	41,882,122
(Decrease) increase in net assets without restrictions	$ (9,579)	$ (704,152)	$ 1,475,945	$ (204,119)	$ 2,721,888	$ 354,461	$ 1,898,746	$ (322,637)	$ (121,105)	$ 5,089,448	$ (3,507,474)	$ 1,581,974

The accompanying notes are an integral part of these consolidated financial statements.

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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	66,692	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	1,938,557	13,455,971	2,370,206	15,826,177
Employee benefits	154,673	679,863	612,719	54,696	310,437	109,780	116,426	53,131	613,305	2,705,030	435,661	3,140,691
Payroll taxes	46,388	195,495	212,631	15,114	95,342	121,480	110,366	20,626	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	-	-	-	6,367,091	-	6,367,091
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	8,347	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	65,187	12,953	78,140
Client consumables	491	24,732	849	2,988	20,363	49,141	1,654	21	43,060	143,299	1,211	144,510
Medical	-	351	480	-	104	-	429	67	3,587	5,018	135	5,153
Equipment maintenance	22,946	74,773	83,469	4,566	28,705	7,312	48,518	6,017	42,943	319,249	60,942	380,191
Depreciation	16,007	73,255	42,230	3,723	31,828	5,956	17,412	2,358	42,460	235,229	30,559	265,788
Advertising	236	2,366	2,195	361	1,200	961	1,510	114	972	9,915	1,622	11,537
Printing	-	139	-	-	-	-	-	-	-	139	687	826
Telephone and communications	20,929	45,411	43,446	3,577	11,433	5,502	33,071	3,779	35,428	202,576	49,661	252,237
Postage and shipping	994	5,371	4,708	225	1,923	360	3,805	609	7,436	25,431	3,513	28,944
Transportation	10,325	148,468	19,723	2,440	49,167	109,894	21,328	513	32,897	394,755	8,040	402,795
Assistance to individuals	27,034	4,643	4,496	87,716	3,402	19,011	3,044	407	30,503	180,256	3,842	184,098
Insurance	8,419	82,016	41,173	1,862	25,208	2,980	37,730	3,745	28,145	231,278	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	2,780	30,857
Other	-	-	-	-	-	-	-	-	34,699	34,699	1,050	35,749
Total expenses	1,040,686	5,160,769	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 Statements of Cash Flows

Years Ended June 30, 2021 and 2020

	2021	2020
Cash flows from operating activities		
Change in net assets	**$ 1,560,238**	$ 888,207
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	**299,387**	265,788
Forgiveness of note payable	**(50,000)**	-
Change in operating assets and liabilities		
Accounts receivable, net	**(704,649)**	(921,224)
Grants receivable	**292,184**	(429,676)
Prepaid expenses	**24,836**	(83,865)
Accounts payable and accrued expenses	**(786,732)**	302,086
Estimated third-party liability	**174,459**	(171,132)
Operating lease payable	**26,664**	31,445
Loan fund	**67**	89
Net cash provided (used) by operating activities	**836,454**	(118,282)
Cash flows from investing activities		
Acquisition of property and equipment	**(559,924)**	(378,577)
Cash flows from financing activities		
Proceeds from notes payable	**-**	89,095
Principal payments on notes payable	**(180,307)**	(189,832)
PPP funding	**-**	3,375,000
Net cash (used) provided by financing activities	**(180,307)**	3,274,263
Net increase in cash and restricted cash	**96,223**	2,777,404
Cash and restricted cash, beginning of year	**6,913,811**	4,136,407
Cash and restricted cash, end of year	**$ 7,010,034**	$ 6,913,811
Compositions of cash and restricted cash, end of year:		
Cash and cash equivalents	**$ 6,897,442**	$ 6,801,286
Restricted cash	**112,592**	112,525
	$ 7,010,034	$ 6,913,811

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, 2021 and 2020

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 without donor restrictions 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:

	2021	2020
Funds received	$ 115,694	$ 153,805
Funds disbursed	104,438	38,327
	$ 11,256	$ 115,478

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	$ 698,538
Funds disbursed	460,138
	$ 238,400

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).

Newly Adopted Accounting Principle

In May 2014, FASB issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), which identifies a five step core principle guide for organizations to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods or services. This ASU and related guidance were adopted by the Organization for the year ended June 30, 2021. Adoption of this 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.

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 consolidated statements of activities.

Grants and Contributions

Grants awarded and contributions received in advance of expenditures are reported as public support and revenue with donor restrictions if they are received with stipulations that limit the use of the grants or contributions. When a grant or contribution restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, 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 restricted grants and contributions whose restrictions are met in the same reporting period as public support and revenue 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, 2021 and 2020.

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.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. 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.

Accounts receivable, net amounted to $2,797,374; $2,092,725; and $1,171,501 as of June 30, 2021, 2020 and 2019, 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

Revenue Recognition

Medicaid, Medicare and client resources revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including health insurers and government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements with the New Hampshire Department of Health and Human Services (DHHS), the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of ASU No. 2014-09 and related guidance.

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of DHHS notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client and DHHS. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

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, Provider Relief Fund (PRF) administered by the U.S. Department of Health and Human Services (HHS), and certain pass-through funds.

Functional Allocation of Expenses

The Organization's expenses are presented on a functional basis (i.e., program activities and support services). The Organization classifies expenses based on the organizational cost centers in which expenses are incurred. The expenses allocated between support functions and program services based on personnel time includes salaries and related benefits and taxes. The expenses allocated between support functions and program services based on space utilized for the related services includes depreciation, insurance and other occupancy costs.

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 as disclosed in Note 5.

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 2021 and 2020.

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:

	2021	2020
Cash and cash equivalents, excluding net assets with donor restrictions	**$ 6,817,430**	$ 6,699,538
Accounts receivable, net	**2,797,374**	2,092,725
Grants receivable	**299,756**	591,940
Financial assets available to meet general expenditures within one year	**$ 9,914,560**	$ 9,384,203

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, 2021 and 2020, the Organization held cash totaling $89,629 and $89,562, 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, 2021 and 2020, the Organization held cash totaling $22,963, which was restricted for this program. A corresponding amount has been recorded as a liability.

4. Property and Equipment

Property and equipment consisted of the following:

	2021	2020
Land and buildings	**$ 2,218,893**	$ 2,218,893
Building improvements	**2,492,167**	2,106,939
Vehicles	**912,500**	860,237
Equipment and furniture	**2,947,629**	2,939,058
	8,571,189	8,125,127
Less accumulated depreciation	**6,079,025**	5,893,500
	$ 2,492,164	$ 2,231,627

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 1% over the bank's stated index, which was 4.25% at June 30, 2021. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2021 and 2020, 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, 2021. The line of credit has a maturity date of February 28, 2027. At June 30, 2021 and 2020, there was no outstanding balance on the line of credit.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

6. Notes Payable

Notes payable consisted of the following:

	2021	2020
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).	$ **49,863**	$ 95,635
Note payable to NHHEFA, payable in monthly installments of $3,419, including interest at 1.00%. The note payable was paid off in full in July 2021.	**3,480**	44,249
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.	**81,167**	96,413
Note payable to a bank, payable in monthly principal and interest payments totaling $2,413 through February 2023; the note bears interest at 4.50%; collateralized by all assets.	**35,292**	63,379
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.	**106,282**	124,756
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.	**246,907**	272,136
Note payable to a bank, payable in monthly installments totaling $789, including interest at 7.69%, through March 2025; collateralized by a certain vehicle.	**30,738**	37,468
Non-interest bearing note payable to DHHS. A portion or all of the note payable will be forgiven if the Organization meets certain requirements. During 2021, the State of New Hampshire converted the note payable to a grant under the terms and conditions of the note agreement. The Organization has included this converted loan revenue in grant income in the consolidated statement of activities.	**-**	50,000
	$ **553,729**	$ 784,036

The scheduled maturities of long-term debt are as follows:

2022	$ 148,623
2023	81,098
2024	75,602
2025	76,834
2026	71,116
Thereafter	100,456
	$ 553,729

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 $449,882 in 2021 and $401,284 in 2020.

Future minimum operating lease payments are as follows:

2022	$ 452,130
2023	435,097
2024	398,122
2025	302,296
2026	289,691
Thereafter	1,921,949
	$ 3,799,285

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, 2021 and 2020, approximately 80% 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:

	2021	2020
Developmental Services	**$ 2,486,349**	$ 1,532,231
Behavioral Health Services	**69,254**	82,757
	$ 2,555,603	$ 1,614,988

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 expired in August 2021. Management is currently in the process of renewal with the State of New Hampshire and expects the contract to be renewed in 2021 under similar terms.

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 2021 and 2020, 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, 2021 were $429,191 and during the year ended June 30, 2020 were $404,476. The total expense for the year ended June 30, 2021 for the Developmental Services division was $255,221, and for the Behavioral Health Services division was $173,970. 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.

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 4, 2021, 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.

During 2020, the Organization obtained $3,375,000 under the CARES Act PPP funding. The PPP funding has specific criteria for eligibility and provides for forgiveness of the funds under the program if the Organization meets certain requirements. Any portion of the funds that are not forgiven are to be repaid within 5 years at a 1% interest rate. The Organization received notification of forgiveness in fiscal 2022.

The CARES Act also established the PRF to support healthcare providers in the battle against the COVID19 outbreak. The PRF is being administered by HHS. The Organization received PRF in the amount of $635,707 during the year ended June 30, 2021. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are recognized as income when qualifying expenditures have been incurred, or lost revenues have been identified. Management believes the Organization has met the conditions necessary to recognize a portion of the PRF funds included in grant income in the consolidated statement of activities in the amount of $271,086. The remaining PRF funds are included in estimated third-party liabilty in the consolidated statement of financial position. Management believes the position taken is a reasonable interpretation of the rules currently available. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized may change by a material amount. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

During 2021, the Organization also received and recognized emergency grant funding under the CARES Act passed through the State of New Hampshire in the amount of approximately $825,200 to help offset incremental costs related to the pandemic. This funding is commonly referred to as long-term care stabilization funds which are included in other revenue in the consolidated statement of activities.

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SUPPLEMENTARY INFORMATION

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2021 and 2020

	2021						2020					
	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	$ 5,011,376	$ 1,646,324	$ 1,342	$ 238,400	$ -	$ 6,897,442	$ 4,852,149	$ 1,822,616	$ 1,125	$ 125,396	$ -	$ 6,801,286
Restricted cash	112,592	-	-	-	-	112,592	112,525	-	-	-	-	112,525
Accounts receivable, net	2,576,048	1,637,484	63	-	(1,416,221)	2,797,374	1,754,753	732,514	34	101,748	(496,324)	2,092,725
Grants receivable	51,958	247,798	-	-	-	299,756	319,109	272,831	-	-	-	591,940
Prepaid expenses	250,113	210,318	-	-	-	460,431	267,588	217,679	-	-	-	485,267
Interest in net assets of subsidiaries	236,500	-	-	-	(236,500)	-	225,181	-	-	-	(225,181)	-
Property and equipment, net	2,164,294	327,870	-	-	-	2,492,164	1,883,374	348,253	-	-	-	2,231,627
Total assets	$ 10,402,881	$ 4,069,794	$ 1,405	$ 238,400	$ (1,652,721)	$ 13,059,759	$ 9,414,679	$ 3,393,893	$ 1,159	$ 227,144	$ (721,505)	$ 12,315,370
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued liabilities	$ 3,248,417	$ 220,322	$ 3,305	$ -	$ (1,416,221)	$ 2,055,823	$ 2,705,799	$ 629,958	$ 3,122	$ -	$ (496,324)	$ 2,842,555
CARES Act refundable advance	3,375,000	-	-	-	-	3,375,000	3,375,000	-	-	-	-	3,375,000
Estimated third-party liability	973,551	232,477	-	-	-	1,206,028	662,676	368,893	-	-	-	1,031,569
Operating lease payable	24,486	74,408	-	-	-	98,894	17,884	54,346	-	-	-	72,230
Loan fund	89,629	-	-	-	-	89,629	89,562	-	-	-	-	89,562
Notes payable	550,249	3,480	-	-	-	553,729	739,787	44,249	-	-	-	784,036
Total liabilities	8,261,332	530,687	3,305	-	(1,416,221)	7,379,103	7,590,708	1,097,446	3,122	-	(496,324)	8,194,952
Net assets (deficit)												
Without donor restrictions	2,141,549	3,539,107	(1,900)	158,388	(236,500)	5,600,644	1,722,223	2,296,447	(1,963)	125,396	(123,433)	4,018,670
With donor restrictions	-	-	-	80,012	-	80,012	101,748	-	-	101,748	(101,748)	101,748
Total net assets (deficit)	2,141,549	3,539,107	(1,900)	238,400	(236,500)	5,680,656	1,823,971	2,296,447	(1,963)	227,144	(225,181)	4,120,418
Total liabilities and net assets (deficit)	$ 10,402,881	$ 4,069,794	$ 1,405	$ 238,400	$ (1,652,721)	$ 13,059,759	$ 9,414,679	$ 3,393,893	$ 1,159	$ 227,144	$ (721,505)	$ 12,315,370

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2021 and 2020

	2021						2020					
	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	$ 26,121,805	$ 8,399,720	$ -	$ -	$ -	$ 34,521,525	$ 23,575,343	$ 7,802,868	$ -	$ -	$ -	$ 31,378,211
Medicare revenue	-	304,321	-	-	-	304,321	-	175,540	-	-	-	175,540
Client resources	1,504,575	576,628	-	-	-	2,081,203	1,583,678	592,384	-	-	-	2,176,062
Contract revenue	2,006,387	1,008,568	-	-	-	3,014,955	675,812	956,344	-	-	-	1,632,156
Grant income	711,348	1,658,590	-	-	-	2,369,938	278,171	1,422,093	-	-	-	1,700,264
Interest income	15,435	5,874	-	-	-	21,309	21,184	15,890	-	-	-	37,074
Other program income	44,650	-	-	-	-	44,650	1,340,942	-	-	-	-	1,340,942
Public support	39,799	7,768	-	77,741	-	125,308	65,464	2,647	-	51,321	-	119,432
Other revenue	831,891	100,563	9,067	-	(20,323)	921,198	681,502	68,411	9,060	736	(22,791)	736,918
Total public support and revenue	31,275,890	12,062,032	9,067	77,741	(20,323)	43,404,407	28,222,096	11,036,177	9,060	52,057	(22,791)	39,296,599
Net assets released from restrictions	-	-	-	59,689	-	59,689	-	-	-	-	-	-
Total public support, revenue and releases	31,275,890	12,062,032	9,067	137,430	(20,323)	43,464,096	28,222,096	11,036,177	9,060	52,057	(22,791)	39,296,599
Expenses												
Program services												
Case management	1,107,522	-	-	-	-	1,107,522	1,040,686	-	-	-	-	1,040,686
Day programs and community support	3,757,624	1,012,889	-	-	-	4,770,513	4,169,526	991,243	-	-	-	5,160,769
Early support services and youth and family	1,847,423	2,708,238	-	-	-	4,555,661	1,892,618	2,621,331	-	-	-	4,513,949
Family support	646,820	-	-	-	-	646,820	643,257	-	-	-	-	643,257
Residential services	14,833,402	-	-	-	-	14,833,402	12,328,472	-	-	-	-	12,328,472
Consolidated services	4,621,721	-	-	-	-	4,621,721	4,023,490	-	-	-	-	4,023,490
Adult services	187,582	2,413,526	-	-	-	2,601,108	212,701	2,686,658	-	-	-	2,899,359
Emergency services	-	679,164	-	-	-	679,164	-	660,072	-	-	-	660,072
Other	1,831,867	2,343,093	9,004	104,438	(9,004)	4,279,398	1,709,045	1,983,585	9,004	38,327	(9,004)	3,730,957
Total program expenses	28,833,961	9,156,910	9,004	104,438	(9,004)	38,095,309	26,019,795	8,942,889	9,004	38,327	(9,004)	35,001,011
Supporting services												
General management	2,124,351	1,662,462	-	-	-	3,786,813	1,912,897	1,596,232	-	-	-	3,509,129
Total expenses	30,958,312	10,819,372	9,004	104,438	(9,004)	41,882,122	27,932,692	10,539,121	9,004	38,327	(9,004)	38,510,140
Change in net assets (deficit) without donor restrictions	317,578	1,242,660	63	32,992	(11,319)	1,581,974	289,404	497,056	56	13,730	(13,787)	786,459
Changes in net assets with donor restrictions												
Grants and contributions	-	-	-	37,953	-	37,953	101,748	-	-	101,748	(101,748)	101,748
Net assets released from restrictions	-	-	-	(59,689)	-	(59,689)	-	-	-	-	-	-
Change in net assets with donor restrictions	-	-	-	(21,736)	-	(21,736)	101,748	-	-	101,748	(101,748)	101,748
Change in net assets (deficit)	317,578	1,242,660	63	11,256	(11,319)	1,560,238	391,152	497,056	56	115,478	(115,535)	888,207
Net assets (deficit), beginning 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
Net assets (deficit), end of year	$ 2,141,549	$ 3,539,107	$ (1,900)	$ 238,400	$ (236,500)	$ 5,680,656	$ 1,823,971	$ 2,296,447	$ (1,963)	$ 227,144	$ (225,181)	$ 4,120,418

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Community Partners
BOARD OF DIRECTORS 2021-2022

PRESIDENT
Wayne Goss **(Joined 1/28/14)**

TREASURER
Anthony Demers **(Joined 01/20/15)**

VICE PRESIDENT
Bryant Hardwick **(Joined 2/22/11)**

SECRETARY
Gary Gletow **(Joined 10/23/18)**

Ken Muske **(Joined 03/05/02)**	Ann Landry **(Joined 8/23/05)**	Kathleen Boisclair **(Joined 9/25/12)**
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)**	Mark Santoski **(Joined 9/24/19)**
Margaret Wallace **(Joined 9/24/19)**	Danielle Pomeroy **(Joined 12/14/21)**	

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BRIAN J. COLLINS

Summary:
A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

Experience:

1995 - Present **Executive Director**
Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, NH

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and $25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's $324K negative total net assets upon arrival to $3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impeding bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

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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.

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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

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Christopher D. Kozak

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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 mangers 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

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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

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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 oversite 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.

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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

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Susan Huebel, MA

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Seeking a mid level Master's position in the field of Counseling/ Social Services

Authorized to work in the US for any employer

Work Experience

Emergency Services Clinician

Community Partners - Rochester, NH
August 2012 to Present

- Provide clinical assessments/ evaluations in a hospital setting/ rapid assessment and multiaxial diagnoses through interactions with patients and collaterals in determining current psychiatric care needs for patients from children to elder adults.
- Use evidence-based approach to assess and arrive at appropriate disposition to maintain behavioral health care in the lease restrictive and appropriate setting.
- For patients needing/ meeting IEA criteria; completing an IEA petition and providing testament when required for in patient emergency admission.
- Make referrals to and coordinate with appropriate community agencies and programs for care.
- Obtain insurance authorizations for patients needing psychiatric inpatient hospitalization.
- Ability to organize time and establish priorities; communicate in written, electronic, and verbal formats; give and receive information related to patient to hospital providers, social worker, nursing, and other pertinent hospital staff in collaborating patient care.
- Exercise appropriate and effective judgments and decisions based on objective criteria/ information gathered.

Clinical Case Manager/ Therapist

Community Partners - Rochester, NH
October 2007 to Present

- Provided a full range of office based therapeutic modalities and case management services to include: Intake/ psychosocial assessment, eligibility determination, Individual and group psychotherapy using evidence based practices for a variety of mental health concerns (CBT/DBT, Trauma Intervention treatment/ CBT for PTSD, Crisis Prevention and Intervention, and assessing and managing suicide risk/ cognitive, behavioral, and educational) while working in a team.
- Coordinating clinical care with an interdisciplinary treatment team (SW, psychiatry, nursing), and other community providers.
- Communicate multiaxial diagnosis and assessment to treatment team and develop clinical written treatment plan, and communicating course of treatment verbally in team meetings and ongoing in client chart.
- Provide appropriate referrals to various community agencies as needed.
- Completing documentation efficiently both clinical and administrative.

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• Demonstrating a caring and professional attitude, professional and ethical behavior towards clients, families, staff, and collateral contacts both within the agency and the community.

Counselor
The Mental Health Center Of Greater Manchester Inc - Manchester, NH
March 2003 to October 2007

• Provide psychotherapeutic crisis intervention and supportive counseling for adult clients experiencing acute psychiatric impairments of various psychiatric illnesses in acute care milieu.
• Conduct intake service for an inpatient crisis care unit, and ongoing case management to collaborate with other agency and community involved providers during client admission.
• Facilitate psychoeducational group therapeutic intervention via CBT/DBT/ IMR/ WRAP/ SUD.
• Collaborate with treatment team of nursing, psychiatry, social work in the development and implementation of appropriate clinical treatment plan.
• Collaborate with internal treatment teams (ES, CSP, MCST, GCTT) and external service agencies for client care and aftercare disposition.
• Participated in several professional clinical training and development i.e. Suicide Prevention, Dialectical Behavior Therapy, Revocation Procedures for Conditional Discharges and Involuntary Emergency Admissions

Counselor
TRIO Student Support Services - Manchester, NH
February 2002 to December 2002

• Provided academic, career, and personal counseling to racially and culturally diverse high risk population of disadvantaged/ first generation college students.
• Conducted career and transfer assessments, monitored student participant progress, and maintained appropriate student records while offering support/ advisement.
• Planned, organized and facilitated career, academic, and personal workshops for TRiO students.

Education

Master of Arts in Clinical Mental Health Counseling
Rivier University - Nashua, NH
September 2001 to May 2007

Bachelor of Arts in Psychology
Merrimack College - North Andover, MA
September 1993 to May 2000

Skills

- Behavioral Therapy
- Cognitive Behavioral Therapy
- Group Therapy
- Motivational Interviewing
- Case Management
- Crisis Intervention

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- Individual / Group Counseling
- PTSD Care
- Psychosocial Assessment
- Crisis Assessment and Intervention
- Proficient in Microsoft Office Applications
- Suicide Risk Assessment
- Psychosocial assessment
- Behavioral Health
- Medical Records
- Intake Experience
- Crisis Management
- Social Work
- Child & Family Counseling
- Mental Health Counseling

Awards

Psi Chi National Honor Society
May 2000

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KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

Name of Program/Service: Rapid Response Grant

BUDGET PERIOD:	06/01/2022 - 05/31/2023		
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.	$106,090	0.00%	$0.00
Bagdasarian, Suzanne, C.F.O.	$133,900	0.00%	$0.00
Susan Huebel, Emergency Services Team Leader	$65,000	20.00%	$13,000.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			**$13,000.00**

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 27, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed in **bold** below to continue providing Rapid Response crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals, by exercising contract renewal options by increasing the total price limitation by $2,032,630 from $1,731,950 to $3,764,580 and extending the completion dates from August 19, 2021 to May 31, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original agreements were approved by the Governor on June 23, 2020, and presented to the Executive Council on July 15, 2020, as Informational Item #T.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Northern Human Services	177222	Conway, Region 1	$173,195	$281,040	$454,235
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	$173,195	$281,040	$454,235
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	$173,195	$173,195	$346,390
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	$173,195	$281,040	$454,235
Monadnock Family Services	177510	Keene, Region 5	$173,195	$173,195	$346,390

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Greater Nashua Mental Health	154112	Nashua, Region 6	$173,195	$0	$173,095
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	$173,195	$0	$173,195
Seacoast Mental Health Center, Inc.	**174089**	**Portsmouth, Region 8**	**$173,195**	**$281,040**	**$454,235**
Community Partners of Strafford County Foundation	**177278**	**Dover, Region 9**	**$173,195**	**$281,040**	**$454,235**
The Mental Health Center for Southern New Hampshire	**174116**	**Derry Region 10**	**$173,195**	**$281,040**	**$454,235**
		Total:	**$1,731,950**	**$2,032,630**	**$3,764,580**

Funds are available in the following accounts for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose this request to continue providing crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports to youth and adults who are under or uninsured and are impacted by COVID-19, as well as healthcare professionals.

This request includes eight (8) of the ten (10) contracts for Rapid Response services. The Department anticipates the remaining two (2) contracts will be presented to the Governor and Executive Council at a future meeting once the executed contract documents are received from the remaining two (2) vendors.

Due to both COVID-19 and the state of emergency, people with serious mental illness, youth with serious emotional disturbance, general citizens, and health care professionals are still expected to continue developing new behavioral health challenges or exacerbations of current symptoms, including increases in depression, anxiety, trauma and grief. The Contractors provide crisis stabilization services to individuals who are under or uninsured and otherwise may not have access to affordable care.

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The Contractors have increased the capacity of the New Hampshire community mental health system to respond to individuals with behavioral health crises, who are impacted by the COVID-19 pandemic, using evidence-based practices. New and existing staff have received, and will continue to receive, training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; and trauma-informed care. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

The Department continues to monitor contracted services by:

- Actively and regularly collaborating with the vendors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- Requesting key data and metrics that include client-level demographic, performance and service data.
- Participating in monthly meetings with Project Directors to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for approximately 9 ½ months of the two (2) years available.

Should the Governor and Council not authorize this request, individuals who are experiencing mental health crises due to COVID-19 may not have access to necessary stabilization services and will be at an increased risk for utilization of more costly services in emergency departments, psychiatric hospitals and long term care facilities.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

Lori A. Shibinette
Commissioner

Fiscal Details for Rapid Response Contracts

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES,SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		173,195.00	173,195.00
			Subtotal	173,195.00	173,195.00	346,390.00

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		173,195.00	173,195.00
			Subtotal	173,195.00	173,195.00	346,390.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911			-
			Subtotal	173,195.00	-	173,195.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911			-

Fiscal Details for Rapid Response Contracts

			Subtotal	173,195.00	-	173,195.00

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

The Mental Health Center for Southern New Hampshire (Vendor Code 174118-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00
		Total		1,731,950.00	2,032,630.00	3,764,580.00

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a/ Community Partners of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020 (Informational Item T), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions To Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   May 31, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $454,235.

3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3:1 through Paragraph 3.1.3:

   3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

Original Budget	
Line Item	Amount
Staffing	$113,500
Fringe Benefits	$34,050
Personal Protective Equipment, Supplies, Technology and Training	$5,400
Data Collection	$4,500
Indirect Costs on Clinical Services	$15,295
Indirect Costs on Data Collection	$ 450
Total	**$173,195**

Supplemental Budget	
Line Item	Amount
Staffing	$185,265
Fringe Benefits	$55,579
Personal Protective Equipment, Supplies, Technology and Training	$7,990
Data Collection	$6,658
Indirect Costs on Clinical Services	$24,883
Indirect Costs on Data Collection	$665
Total	**$281,040**

4. Modify Exhibit C, Payment Terms, Section 4, to read:

4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

4.2 Ensure timesheets and/or time cards support the hours employees worked for wages reported under this contract, pursuant to 45 CFR Part 75.430(i)(1) Charges to Federal, which indicates awards for salaries and wages must be based on records that accurately reflect the work performed.

4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.4. Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/3/2021

Date

DocuSigned by:
Katja Fox
ED9D05B04C83442...

Name: Katja Fox
Title: Director

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

8/3/2021

Date

DocuSigned by:
Kathleen Boisclair
1F156EDE9A0B45F...

Name: Kathleen Boisclair
Title: Board President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/3/2021
Date

DocuSigned by:
Takhmina Rakhmatova
FDF521C625C34AC...
Name: Takhmina Rakhmatova
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 24, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu authorized the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed $1,731,950 for crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals with the option to renew for up to two (2) additional years, effective June 23, 2020, through August 19, 2021. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County Foundation	177278	Dover, Region 9	$173,195
Northern Human Services	177222	Conway, Region 1	$173,195
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	$173,195
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	$173,195
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	$173,195
Monadnock Family Services	177510	Keene, Region 5	$173,195
The Community Council of Nashua, N.H.	154112	Nashua, Region 6	$173,195
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	$173,195
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	$173,195

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The Mental Health Center of Southern New Hampshire	174116	Derry, Region 10	$173,195
		Total:	**$1,731,950**

Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-092-922010-19090000 HEALTH & SOCIAL SERVICES-DEPARTMENT OF HEALTH & HUMAN SERVICES-DIV FOR BEHAVIORAL HEALTH-BUREAU OF MENTAL HEALTH SERVICES-SAMHSA GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92201909	$108,247
2021	102-500731	Contracts for Prog Svc	92201909	$1,298,962
2022	102-500731	Contracts for Prog Svc	92201909	$324,741
			Total	**$1,731,950**

EXPLANATION

These items are **Sole Source** because the Department, in the interest of the public's health and safety, determined that the State's community mental health centers are best positioned to effectively provide crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals. The Bureau of Mental Health Services contracts for services through the community mental health centers that are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and State regulation NH He-M403.

Due to both COVID-19 and the State of Emergency, people with serious mental illness, youth with serious emotional disturbance and new or early serious mental illness, general citizens, and healthcare professionals are expected to develop new behavioral health problems or exacerbations of such problems, including increases in depression, anxiety, trauma, and grief. The Contractors will provide services to these individuals who are under or uninsured from June 23, 2020, to August 19, 2021.

The Contractors will increase the capacity of the New Hampshire community mental health system to respond to people with behavioral health crises who are impacted by the COVID-19 pandemic using evidence-based practices. New and existing staff will receive training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; trauma-informed care; and the use of American Society of Addiction Medicine criteria for Substance Use Disorder services. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

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- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

Lori A. Shibinette
Commissioner

DocuSign Envelope ID: 4DF3840A-9741-4DD8-BC29-D0DDAB3A497A

Subject: Rapid Response (SS-2020-DBH-07-RAPID-09)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Rd., Suite 1 Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-9300	1.6 Account Number 05-095-092-922010-19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation $173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Kathleen Boisclair Date: 6/3/2020		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 State Agency Signature Date: 6.5.2020		1.14 Name and Title of State Agency Signatory Christine Tappan, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Catherine Pinos		On: 06/17/20	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials K.B.
Date 6/3/2020

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials K.B.
Date 6/3/2020

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials K.B.

Date 6/3/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials K.B.
Date 6/3/2022

New Hampshire Department of Health and Human Services
Rapid Response

EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Rapid Response

EXHIBIT B

Scope of Services

1. Statement of work

1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:

1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);

1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and

1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.

1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:

1.2.1. Individuals who are not covered by public or commercial health insurance programs;

1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.

1.3. For the purposes of this Agreement, all references to days shall mean calendar days.

1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Nine (9).

1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:

1.5.1. Applicable federal and state law, including administrative rules and regulations;

1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and

1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:

1.5.3.1. Hire additional staff as described in Section 2, Staffing.

1.5.3.2. Train additional staff as described in Subsection 2.2.

1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.

1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:

1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;

1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and

1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.

1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.

1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.

1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."

1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.

1.11. The Contractor shall provide crisis services and interventions by:

1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;

1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;

1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;

1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;

1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.

1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:

1.12.1. Assertive community treatment;

1.12.2. Supported employment;

1.12.3. Illness management and recovery;

1.12.4. Therapeutic behavioral services;

1.12.5. Family support; and

1.12.6. Medication management.

1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:

1.13.1. Modular Approach to Therapy for Children (MATCH);

1.13.2. Trauma-focused cognitive behavioral therapy; and

1.13.3. Supported employment for individuals for whom it is developmentally appropriate.

1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:

1.14.1. Evaluations;

1.14.2. Withdrawal management;

1.14.3. Outpatient counseling;

1.14.4. Residential services; and

1.14.5. Recovery supports.

1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:

1.15.1. Medication Assisted Treatment (MAT);

1.15.2. Cognitive Behavioral Therapy (CBT);

1.15.3. Motivational Enhancement Therapy (MET);

1.15.4. Seeking Safety;

1.15.5. The Seven Challenges; and

1.15.6. Brief strategic family therapy.

1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:

1.16.1. Identifying providers;

1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services;

1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources; and

1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.

1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.

1.19. In Community Mental Health Region Nine (9), the Contractor, in collaboration with the Department, shall:

1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and

1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.

1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.

2.2. The Contractor shall ensure that Contractor staff receive training on:

2.2.1. New Hampshire Rapid Response goals and objectives;

2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;

2.2.3. Guideline-based crisis intervention;

2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and

2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.

2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:

2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.

2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).

2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.

2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.

2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.

2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.

2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.

2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.

2.3.5 If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.

2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.

3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.

3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.

3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.

3.4.1. The Contractor shall provide a $20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.

3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.

3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.

3.6. The Contractor shall enter GPRA information obtained from each individual into

the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.

3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.

3.7. The Contractor may utilize funding in this Agreement designated for data infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all

such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
NH Rapid Response Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
   2.2. The Indirect Cost Rate of 10.00% applies in accordance with 2 CFR §200.414.
   2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

BUDGET	
Line Item	**Amount Amount**
Staffing	$113,500
Fringe and Benefits	$ 34,050
Personal Protective Equipment, Supplies, Technology, and Training	$ 5,400
Data Collection	$ 4,500
Indirect Costs on Clinical Services	$ 15,295
Indirect Costs on Data Collection	$ 450
Total	$173,195

   3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
      3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
      3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a

co-payment or deductible for which the individual served indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.

4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
    - 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
        - 12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
        - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
        - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
    - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part

200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

12.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:

12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.

12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.

12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.

12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

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:
Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Tappan	Kathleen Boisclair
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President
Title of Authorized Representative	Title of Authorized Representative
6.5.2020	6/3/2020
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 149406691

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center for Southern New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020, (Informational Item T), as amended on August 18, 2021, (Item #34), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Subsection 1.2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   May 31, 2023

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval. .

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/15/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

The Mental Health Center for Southern New Hampshire

4/14/2022
Date

DocuSigned by:
Vic Topo
D4AA7C5C36AC46A...
Name: Vic Topo
Title: ceo

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/15/2022
Date

DocuSigned by:
Robyn Guarino
74873484941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

DocuSign Envelope ID: 8FF21963-02E3-4CB9-B5DE-7054A6A7E5A6

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 CLM CENTER FOR LIFE MANAGEMENT is a New Hampshire Trade Name registered to transact business in New Hampshire on June 30, 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: **442328**

Certificate Number: **0005749020**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2022.

William M. Gardner

Secretary of State

DocuSign Envelope ID: 8FF21963-02E3-4CB9-B5DE-7054A6A7E5A6

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **61791**

Certificate Number: **0005749041**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2022.

William M. Gardner

Secretary of State

DocuSign Envelope ID: 8FF21963-02E3-4CB9-B5DE-7054A6A7E5A6

CERTIFICATE OF AUTHORITY

I, ___**Susan Davis**_____, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of ___**CLM Center for Life Management**_____.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on ___**April 4**___, **2022**____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That ___**Vic Topo, President/CEO**_____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of _**CLM Center for Life Management**_____ to enter into contracts or agreements with the State (Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated:_**4/4/2022**____

Signature of Elected Officer
Name: Susan Davis
Title: Secretary, Board of Directors
CLM Center for Life Management

DocuSign Envelope ID: 8FF21963-02E3-4CB9-B5DE-7054A6A7E5A6

MENTAHEA29

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nicki Renaud	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS: nicki.renaud@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURED The Mental Health Center for Southern NH DBA CLM Center for Life Management 10 Tsienneto Rd Derry, NH 03038	INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			PKPK2330908	10/01/2021	10/01/2022	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			PHPK2330905	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $10000			PHUB786952	10/01/2021	10/01/2022	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		HCHS202200000530	01/01/2022	01/01/2023	X 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 Liab			PKPK2330908	10/01/2021	10/01/2022	1,000,000 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant St.
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CLM Center for Life Management

MISSION STATEMENT

To promote the health and well-being of individuals, families and organizations. We accomplish this through professional, caring and comprehensive behavioral health care services and by partnering with other organizations that share our philosophy.

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

Years ended June 30, 2021 and 2020

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Years ended June 30, 2021 and 2020

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Wisehart, Wimette & Associates PLC
Certified Public Accountants

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Essex Jct., VT 05452
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wwa-cpa.com

Independent Auditor's Report

To the Board of Directors of
The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management and Affiliates

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates (a nonprofit organization), which are comprised of the consolidated statements of financial position as of June 30, 2021 and 2020, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates as of June 30, 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.

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Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 19-25 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 11, 2021, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting and compliance.

Change in Accounting Principle

As described in Note 1 of the financial statements, in 2021, the organization adopted ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. Our opinion is not modified with respect to this matter.

Wadsworth Wheat & Assoc., PLC

Essex Junction, Vermont
Registration number VT092.0000684
November 11, 2021

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Financial Position
June 30, 2021 and 2020

ASSETS

	2021	2020
Current assets:		
Cash and cash equivalents	$ 6,583,475	$ 3,980,700
Accounts receivable, net	477,737	848,651
Other receivables	226,806	193,213
Prepaid expenses	121,323	121,456
Security deposit	11,087	11,087
Total current assets	7,420,428	5,155,107
Property and equipment, net	3,682,944	3,621,331
Total assets	$ 11,103,372	$ 8,776,438

LIABILITIES AND NET ASSETS

Current liabilities:		
Current portion of long term debt	$ 103,538	$ 98,538
Accounts payable	100,008	47,019
Accrued payroll and payroll liabilities	201,904	641,109
Accrued vacation	472,798	383,284
Accrued expenses	190,415	41,576
Deferred revenue	274,587	8,000
Total current liabilities	1,343,250	1,219,526
Long term liabilities		
Interest rate swap agreement	100,265	163,783
PMPM reserve	483,543	210,687
Paycheck protection program note payable	2,212,100	2,212,100
Long term debt, less current portion	2,013,109	2,116,679
Total long term liabilities	4,809,017	4,703,249
Total liabilities	6,152,267	5,922,775
Net assets		
Without donor restrictions	4,825,908	2,802,763
With donor restrictions	125,197	50,900
Total net assets	4,951,105	2,853,663
Total liabilities and net assets	$ 11,103,372	$ 8,776,438

See notes to financial statements

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Activities
Year ended June 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Public support and revenues:			
Public support:			
Federal	$ 868,764	$ -	$ 868,764
State of New Hampshire - BBH	828,490	-	828,490
State and local funding	36,600	-	36,600
Other public support	68,967	118,175	187,142
Total public support	1,802,821	118,175	1,920,996
Revenues:			
Program service fees, net	17,727,719	-	17,727,719
Other service income	245,722	-	245,722
Rental income	4,963	-	4,963
Other	419,873	-	419,873
Total revenues	18,398,277	-	18,398,277
Total public support and revenues	20,201,098	118,175	20,319,273
Net assets released from restrictions:			
Satisfaction of program restrictions	43,878	(43,878)	-
Total	20,244,976	74,297	20,319,273
Operating expenses:			
BBH funded programs:			
Children	5,427,719	-	5,427,719
Elders	552,287	-	552,287
Vocational	332,014	-	332,014
Multi-Service	4,197,913	-	4,197,913
Acute Care	1,289,002	-	1,289,002
Independent Living	2,973,494	-	2,973,494
Assertive Community Treatment	909,960	-	909,960
Non-Specialized Outpatient	490,110	-	490,110
Non-BBH funded program services	936,896	-	936,896
Total program expenses	17,109,395	-	17,109,395
Administrative expenses	1,175,953	-	1,175,953
Total expenses	18,285,348	-	18,285,348
Change in net assets from operations	1,959,628	74,297	2,033,925
Non-operating expenses:			
Fair value gain (loss) on interest rate swap	63,517	-	63,517
Change in net assets	2,023,145	74,297	2,097,442
Net assets, beginning of year	2,802,763	50,900	2,853,663
Net assets, end of year	$ 4,825,908	$ 125,197	$ 4,951,105

See notes to financial statements

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Activities
Year ended June 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Public support and revenues:			
Public support:			
Federal	$ 1,143,039	$ -	$ 1,143,039
State of New Hampshire - BBH	380,896	-	380,896
State and local funding	44,102	-	44,102
Other public support	116,913	50,900	167,813
Total public support	1,684,950	50,900	1,735,850
Revenues:			
Program service fees, net	13,759,719	-	13,759,719
Other service income	584,033	-	584,033
Rental income	5,288	-	5,288
Other	228,025	-	228,025
Total revenues	14,577,065	-	14,577,065
Total public support and revenues	16,262,015	50,900	16,312,915
Net assets released from restrictions:			
Satisfaction of program restrictions	-	-	-
Total	16,262,015	50,900	16,312,915
Operating expenses:			
BBH funded programs:			
Children	5,269,747	-	5,269,747
Elders	580,123	-	580,123
Vocational	321,661	-	321,661
Multi-Service	3,148,577	-	3,148,577
Acute Care	1,183,032	-	1,183,032
Independent Living	2,688,824	-	2,688,824
Assertive Community Treatment	799,937	-	799,937
Non-Specialized Outpatient	986,629	-	986,629
Non-BBH funded program services	584,153	-	584,153
Total program expenses	15,562,683	-	15,562,683
Administrative expenses	1,027,869	-	1,027,869
Total expenses	16,590,552	-	16,590,552
Change in net assets from operations	(328,537)	50,900	(277,637)
Non-operating expenses:			
Fair value gain (loss) on interest rate swap	(105,753)	-	(105,753)
Change in net assets	(434,290)	50,900	(383,390)
Net assets, beginning of year	3,237,053	-	3,237,053
Net assets, end of year	$ 2,802,763	$ 50,900	$ 2,853,663

See notes to financial statements

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Functional Expenses
Years ended June 30, 2021 and 2020

	2021			2020		
	Program Services	Administrative	Total	Program Services	Administrative	Total
Personnel costs:						
Salaries and wages	$ 11,390,591	$ 668,007	$ 12,058,598	$ 9,968,290	$ 673,659	$ 10,641,949
Employee benefits	2,322,455	96,707	2,419,162	2,258,081	105,781	2,363,862
Payroll taxes	759,060	45,487	804,547	667,575	45,825	713,400
Accounting/audit fees	66,278	387	66,665	55,169	4,365	59,534
Advertising	13,997	879	14,876	40,832	3,685	44,517
Conferences, conventions and meetings	43,081	5,724	48,805	17,705	10,694	28,399
Depreciation	211,932	38,576	250,508	208,693	16,692	225,385
Equipment maintenance	15,061	479	15,540	16,359	1,288	17,647
Equipment rental	41,545	1,011	42,556	43,820	2,661	46,481
Insurance	55,975	30,891	86,866	74,402	5,783	80,185
Interest expense	72,382	31,233	103,615	101,157	8,077	109,234
Legal fees	1,140	24,440	25,580	30,848	2,323	33,171
Membership dues	11,828	53,665	65,493	25,054	32,385	57,439
Occupancy expenses	1,245,469	31,901	1,277,370	1,145,274	9,002	1,154,276
Office expenses	280,820	44,316	325,136	235,196	22,695	257,891
Other expenses	9,083	30,584	39,667	28,586	11,862	40,448
Other professional fees	276,237	50,482	326,719	331,946	56,650	388,596
Program supplies	131,468	20,034	151,502	167,365	13,395	180,760
Travel	160,993	1,150	162,143	146,331	1,047	147,378
	17,109,395	1,175,953	18,285,348	15,562,683	1,027,869	16,590,552
Administrative allocation	1,175,953	(1,175,953)	-	1,027,869	(1,027,869)	-
Total expenses	18,285,348	$ -	$ 18,285,348	$ 16,590,552	$ -	$ 16,590,552

See notes to financial statements

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Cash Flows
Years ended June 30, 2021 and 2020

	2021	2020
Cash flows from operating activities:		
Increase (decrease) in net assets	$ 2,097,442	$ (383,390)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	250,508	225,385
Amortization of loan origination fees included in interest expense	18,930	18,930
Gain on sale of assets	-	-
Fair value (gain) loss on interest rate swap	(63,518)	105,753
(Increase) decrease in:		
Accounts receivable, net	370,914	94,530
Other receivables	(33,593)	91,716
Prepaid expenses	133	(27,688)
Increase (decrease) in:		
Accounts payable and accrued expenses	(147,863)	242,530
Deferred revenue	266,587	(3,980)
PMPM reserve	272,856	(14,313)
Net cash provided by operating activities	3,032,396	349,473
Cash flows from investing activities:		
Purchases of property and equipment	(312,121)	(131,248)
Net cash (used) provided by investing activities	(312,121)	(131,248)
Cash flows from financing activities:		
Net principal payments on long term debt	(117,500)	(112,500)
Proceeds received from paycheck protection program	-	2,212,100
Net cash used in financing activities	(117,500)	2,099,600
Net increase (decrease) in cash and cash equivalents	2,602,775	2,317,825
Cash and cash equivalents, beginning of year	3,980,700	1,662,875
Cash and cash equivalents, end of year	$ 6,583,475	$ 3,980,700
Supplemental cash flow disclosures:		
Cash paid during the year for interest	$ 103,615	$ 109,234

See notes to financial statements

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Note 1. Nature of organization

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management (the "Organization") is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs.

During 2006, the Center for Life Management Foundation (the "Foundation") was established to act for the benefit of, to carry out the functions of, and to assist the Organization. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Organization is the sole member.

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation are collectively referred to the "Organization".

Basis of consolidation
The consolidated financial statements include the accounts of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation. All intercompany transactions have been eliminated in consolidation.

Note 2. Basis of accounting and summary of significant accounting policies

Basis of accounting
The financial statements are prepared on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to date of receipt or payment of cash. Contributions are reported in accordance with FASB Accounting Standards Codification ("ASC") *Accounting for Contributions Received and Contributions Made.*

Basis of presentation
The Organization's financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("US GAAP"), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

At June 30, 2021 and 2020, the Organization had net assets without donor restrictions of $4,825,908 and $2,802,763, respectively and had net assets with donor restrictions of $125,197 and $50,900, respectively. See Note 8 for discussion regarding net assets with donor restrictions.

General
The significant accounting policies of the Organization are presented to assist in understanding the Organization's financial statements. The financial statements and the notes are representations of the Organization's management. The Organization is responsible for the integrity and objectivity of the financial statements.

Use of estimates
Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates that were used.

Cash and cash equivalents
The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash and cash equivalents.

Accounts receivable
Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management writes off accounts when they are deemed uncollectible and establishes an allowance for doubtful accounts for estimated uncollectible amounts. The Organization had an allowance for doubtful accounts of $246,250 and $207,758 as of June 30, 2021 and 2020, respectively. Refer to Note 3 for additional discussion of accounts receivable.

Property
Property is recorded at cost, except for donated assets which are recorded at estimated fair value at the date of donation. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	15 – 40 years
Automobiles	3 – 15 years
Equipment	5 – 7 years

All equipment valued at $500 or more is capitalized. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized. Depreciation expense was $250,508 and $225,385 for the years ended June 30, 2021 and 2020, respectively.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Finance costs

Financing costs are recorded on the statement of position net of accumulated amortization. In accordance with generally accepted accounting principles, the unamortized financing costs are reported as a reduction in long term debt - see Note 7. The costs are amortized over the term of the respective financing arrangement.

Vacation pay and fringe benefits

Vacation pay is accrued and charged to programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on programs.

Fair value measurements and financial instruments

The Organization adopted FASB ASC 820, Fair Value Measurements and Disclosures, for assets and liabilities measured at fair value on a recurring basis. The codification established a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements.

FASB ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, FASB ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

- Level 1: Observable market inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: Observable market inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
- Level 3: Unobservable inputs where there is little or no market data, which require the reporting entity to develop its own assumptions.

The Organization's financial instruments consist primarily of cash, accounts receivables, accounts payable and accrued expenses. The carrying amount of the Organization's financial instruments approximates their fair value due to the short-term nature of such instruments. The carrying value of long-term debt approximates fair value due to their bearing interest at rates that approximate current market rates for notes with similar maturities and credit quality.

The Organization's interest rate swap agreements are classified as level 2 in the hierarchy, as all significant inputs to the fair value measurement are directly observable, such as the underlying interest rate assumptions.

Third-party contractual arrangements

A significant portion of revenue is derived from services to patients insured by third-party payers. Reimbursements from Medicare, Medicaid, and other commercial payers are at defined service rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Advertising expenses
The Organization expenses advertising costs as they are incurred.

Expense allocation
The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Contributions
Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

Interest rate swap
The Organization uses an interest rate swap to effectively convert the variable rate on its State Authority Bond to a fixed rate, as described in Note 12. The change in the fair value of the swap agreement and the payments to or receipts from the counterparty to the swap are netted with the interest expense on the bonds. Cash flows from interest rate swap contracts are classified as a financing activity on the statement of cash flows.

Income taxes
The Organization is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization has also been classified as an entity that is not a private foundation within the meaning of 509(a) and qualifies for deductible contributions.

The Foundation is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. It is an organization that is organized and operated exclusively for the benefit of the Organization.

These financial statements follow FASB ASC, *Accounting for Uncertain Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Accounting for Uncertain Income Taxes did not have a material impact on these financial statements as the Organization believes it has taken no uncertain tax positions that could have an effect on its financial statements.

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2018 through 2020 are subject to examination by the IRS, generally for three years after filing.

New Accounting Pronouncement

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)* primarily to eliminate inconsistencies in current revenue recognition standards and practices across different industries, including nonprofit organizations. The core principle of ASU 2014-09 is based on the contract (written, oral, or implied) between a vendor and a customer for the provision of goods or services (with certain contracts excluded). Revenue will be recognized by the vendor when control over the goods or services is transferred to the customer. The ASU has been applied retrospectively to all periods presented and no significant adjustments were required.

Subsequent events

The Organization has evaluated all subsequent events through November 11, 2021, the date the financial statements were available to be issued.

Note 3. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

	2021			2020		
Accounts receivable	Receivable	Receivable Allowance	Net	Receivable	Receivable Allowance	Net
Clients	$ 224,925	$ (156,103)	$ 68,822	$ 217,938	$ (149,684)	$ 68,254
Insurance companies	209,422	(13,100)	196,322	167,288	(6,511)	160,777
Medicaid	206,597	(73,213)	133,384	546,959	(43,602)	503,357
Medicare	83,043	(3,834)	79,209	124,224	(7,961)	116,263
	$ 723,987	$ (246,250)	$ 477,737	$1,056,409	$ (207,758)	$ 848,651

Other receivables	2021	2020
Towns	$ 32,500	$ 32,500
NH Division of Mental Health	173,978	157,555
Contractual services	20,328	3,158
	$ 226,806	$ 193,213

Note 4. Prepaids

Prepaids consists of the following at June 30:

	2021	2020
Prepaid insurance	$ 42,898	$ 47,145
Prepaid rents	78,425	74,311
	$ 121,323	$ 121,456

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Note 5. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

	2021	2020
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	$ 477,737	$ 848,651
Other receivables due from entities located in New Hampshire	$ 226,806	$ 193,213

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2021 and 2020, the Organization had approximately $6,113,000 and $3,537,000 in uninsured cash balances.

Note 6. Property and equipment

Property and equipment consists of the following at June 30:

	2021	2020
Land	$ 565,000	$ 565,000
Buildings and improvements	4,082,773	4,065,775
Automobiles	18,800	18,800
Equipment	1,810,791	1,602,233
Construction in process	1,831	-
	6,479,195	6,251,808
Less: accumulated depreciation	(2,796,251)	(2,630,477)
Property and equipment, net	$ 3,682,944	$ 3,621,331

Note 7. Long term debt

Long term debt consists of the following as of June 30,:

	2021	2020
Series 2015 New Hampshire Health and Education Facilities Bond - Payable through 2036, original principal of $3,042,730, remarketed and sold to People's United Bank at a variable rate, with an effective rate of 1.73178% and 1.79538% at June 30, 2021 and 2020, respectively. Secured by land, building, equipment, and certain revenues, and is subject to certain financial covenants. The note matures August 2025. The Organization has entered into an interest rate swap agreement to effectively fix the interest rate on the note. See Note 11.	2,417,730	2,535,230
Less: unamortized finance costs	(301,083)	(320,013)
Long term debt, less unamortized finance costs	2,116,647	2,2015,217
Less: current portion of long term debt	(103,538)	(98,538)
Long term debt, less current portion	$ 2,013,109	$ 2,116,679

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Note 7. Long term debt (continued)

In 2017, the Organization retroactively adopted the requirements of FASB ASC 835-30 to present debt issuance costs as a reduction of the carrying amount of debt rather than as an asset.

Amortization of $18,930 is reported as interest expense in the consolidated statement of activities for the years ended June 30, 2021 and 2020, respectively.

Future maturities to long term debt are as follows:

Year ending June 30,	Long Term Debt Principal	Unamortized Finance Costs	Net
2022	$ 122,500	$ (18,962)	$ 103,538
2023	127,500	(18,962)	108,538
2024	132,500	(18,962)	113,538
2025	137,500	(18,962)	118,538
2026	142,500	(18,962)	123,538
Thereafter	1,755,230	(206,273)	1,548,957
Total	$ 2,417,730	$ (301,083)	$ 2,116,647

Note 8. Net assets with donor restrictions

Net assets with donor restrictions were restricted as to the following areas of support as follows at June 30,:

	2021	2020
Space plan analysis for Derry location	$ 10,000	$ 10,000
Technology	-	10,900
Housing support	24,165	30,000
Quimby Housing Program Initiatives	20,000	-
Access to Care Initiatives	27,751	-
Homeless Efforts	13,606	-
Charitable	16,287	-
Miscellaneous	13,388	-
	$ 125,197	$ 50,900

Note 9. Deferred revenue

Deferred revenue consists of the following at June 30,:

	2021	2020
Town funds received	$ -	$ 8,000
Provider relief funds	274,587	-
	$ 274,587	$ 8,000

During the year ending June 30, 2021, the Organization received $274,587 in Provider Relief Funds ("PRF") from the U.S. Department of Health and Human Services ("HHS"). The CARES Act created the Provider Relief Fund to reimburse eligible healthcare providers for healthcare-related expenses and lost revenues attributable to COVID-19.

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Note 9. Deferred revenue (continued)

In accordance with Generally Accepted Accounting Principles, the Organization reports the PRF funding under *ASC 958-60, Not-for-Profit Entities – Revenue Recognition*. Under the guidance, the PRF funds would be accounted for as conditional grants which reports funding as a refundable advance, until the conditions have been substantially met or explicitly waived by the grantor.

As part of the PRF program, recoupment of the funding received is possible should the funding be spent on expenditures not allowable under the program.

Because entitlement to the payments is conditioned upon having incurred health care-related expenses or lost revenues that are attributable to COVID-19 (that is, a barrier to entitlement), and because noncompliance with the terms and conditions is grounds for recoupment by HHS of some or all of the payments (that is, a right of return), the payments are considered deferred revenue until such point that the conditions have been substantially met or explicitly waived by HHS, which had not occurred as of June 30, 2021.

Note 10. Paycheck protection program

On April 17, 2020, the Organization received $2,212,100 in loan proceeds under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business.

The loans and accrued interest are forgivable after eight or twenty-four weeks (the "Covered Period") as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the eight or twenty-four week period. The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six months.

The Organization was notified during August 2021 that the loan was forgiven in its entirety. As such, the Organization has no requirement to repay the funds and in accordance with Generally Accepted Accounting Principles, the entire amount will be reported as debt forgiveness income in the period it was forgiven.

Note 11. Line of credit

As of June 30, 202 and 2020, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of $850,000, which is available through March 29, 2022. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus .50% (an effective rate of 3.75% at June 30, 2021 and 2020). The outstanding balance on the line at June 30, 2021 and 2020 was $0. respectively. The line of credit is secured by all business assets and real estate.

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Note 12. Interest rate swap

During 2016, the Organization entered into an interest rate swap agreement with People's United Bank that effectively fixes the interest rate on the outstanding principal of the Bank's term note at 3.045%.

Under the arrangement, the notional principal amount is the balance of the note, with the Organization receiving floating payments of one month London InterBank Offered rate ("LIBOR") plus .69% and paying a fixed rate of 3.045%.

The agreement matures August 2025 and has a notional amount of $2,417,730 and $2,535,230 at June 30, 2021 and 2020, respectively.

In accordance with generally accepted accounting principles, the interest rate swap agreement is recorded at its fair value as an asset or liability, with the changes in fair value being reported as a component of the change in net assets without donor restrictions. For the years ended June 30, 2021 and 2020, the Organization reported an interest rate swap liability of $100,265 and $163,783 on the statement of financial position and a fair value gain / (loss) on the interest rate swap of $63,517 and ($105,753) on the statement of activities, respectively. The fair value gain / (loss) is reported as a non-operating expense of the Organization and is a non-cash transaction.

Note 13. Employee benefit plan

Discretionary matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code are contingent upon financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment and work at least 20 hours per week. Eligible employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Employer contributions totaled $152,590 and $120,073 for the years ended June 30, 2021 and 2020, respectively.

Note 14. Concentrations

For the years ended June 30, 2021 and 2020, the Organization received approximately 74% and 73%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Community Mental Health Center affords the Organization Medicaid provider status. Annual contracting with New Hampshire Department of Health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds and Federal funding, which are drawn as related expenses are incurred.

Note 15. Lease commitments

The Organization leases facilities and multiple copier agreements under various operating leases. Rent expense recorded under these arrangements was approximately $216,600 and $212,500 for the years ended June 30, 2021 and 2020, respectively.

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Note 15. Lease commitments (continued)

The following details the future minimum lease payments on leases with an initial or remaining term of greater than one year as of June 30, 2020:

Years ending June 30,	
2022	$ 215,325
2023	219,539
2024	223,753
2025	54,185
Total	$ 712,802

Note 16. Availability and liquidity

The following represents the Organization's financial assets at June 30,:

	2021	2020
Financial assets at year end:		
Cash and cash equivalents	$6,583,475	$3,980,700
Accounts receivable	477,737	848,651
Other receivable	226,806	193,213
Security deposit	11,087	11,087
Total financial assets	7,299,105	5,033,651
Less amounts not available within one year:		
Security deposit	(11,087)	(11,087)
Financial assets available to meet general Expenditures over the next twelve months	$7,288,018	$5,022,564

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing mission-related activities, as well as the conduct of service undertaken to support those activities, to be general expenditures.

The Organization's primary source of liquidity is its cash and cash equivalents.

In addition to financial assets available to meet general expenditures within one year, the Organization operates with a budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

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Note 17. COVID-19

The COVID-19 outbreak in the United States and other countries has caused business disruption through mandated and voluntary closings, travel restrictions, quarantine requirements, and other disruptions to general business operations. While the disruptions are currently expected to be temporary, there is uncertainty around the duration of the various mandated and voluntary restrictions in place, and what, if any, negative financial impact it will have on the Association. As of the date of this report, the related financial impact and duration cannot be reasonably estimated at this time.

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SUPPLEMENTARY INFORMATION

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Position
June 30, 2021

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	$ 6,313,446	$ 270,029	$ 6,583,475	$ -	$ 6,583,475
Accounts receivable, net	477,737	-	477,737		477,737
Other receivables	226,806	-	226,806	-	226,806
Prepaid expenses	121,323	-	121,323	-	121,323
Security deposit	11,087	-	11,087	-	11,087
Total current assets	7,150,399	270,029	7,420,428	-	7,420,428
Property and equipment, net	3,682,944	-	3,682,944	-	3,682,944
Total assets	$ 10,833,343	$ 270,029	$ 11,103,372	$ -	$ 11,103,372
LIABILITIES AND NET ASSETS					
Current liabilities:					
Current portion of long-term debt	$ 103,538	$ -	$ 103,538	$ -	$ 103,538
Accounts payable	100,008	-	100,008	-	100,008
Accrued payroll and payroll liabilities	201,904	-	201,904	-	201,904
Accrued vacation	472,798	-	472,798	-	472,798
Accrued expenses	190,415	-	190,415	-	190,415
Deferred revenue	274,587	-	274,587	-	274,587
Total current liabilities	1,343,250	-	1,343,250	-	1,343,250
Long term liabilities:					
Interest rate swap agreement	100,265	-	100,265	-	100,265
PMPM reserve	483,543	-	483,543	-	483,543
Paycheck protection program note payable	2,212,100	-	2,212,100	-	2,212,100
Long-term-debt less current portion	2,013,109	-	2,013,109	-	2,013,109
Total long term liabilities	4,809,017	-	4,809,017	-	4,809,017
Total liabilities	6,152,267	-	6,152,267	-	6,152,267
Net assets:					
Without donor restrictions	4,681,076	144,832	4,825,908	-	4,825,908
With donor restrictions	-	125,197	125,197	-	125,197
Total net assets	4,681,076	270,029	4,951,105	-	4,951,105
Total liabilities and net assets	$ 10,833,343	$ 270,029	$ 11,103,372	$ -	$ 11,103,372

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Position
June 30, 2020

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	$ 3,762,816	$ 196,548	$ 3,959,364	$ 21,336	$ 3,980,700
Accounts receivable, net	848,651	-	848,651	-	848,651
Other receivables	214,549	-	214,549	(21,336)	193,213
Prepaid expenses	121,456	-	121,456	-	121,456
Security deposit	11,087	-	11,087	-	11,087
Total current assets	4,958,559	196,548	5,155,107	-	5,155,107
Property and equipment, net	3,621,331	-	3,621,331	-	3,621,331
Total assets	$ 8,579,890	$ 196,548	$ 8,776,438	$ -	$ 8,776,438
LIABILITIES AND NET ASSETS					
Current liabilities:					
Current portion of long-term debt	$ 98,538	$ -	$ 98,538	$ -	$ 98,538
Accounts payable	47,019	-	47,019	-	47,019
Accrued payroll and payroll liabilities	641,109	-	641,109	-	641,109
Accrued vacation	383,284	-	383,284	-	383,284
Accrued expenses	41,576	-	41,576	-	41,576
Deferred revenue	8,000	-	8,000	-	8,000
Total current liabilities	1,219,526	-	1,219,526	-	1,219,526
Long term liabilities					
Interest rate swap agreement	163,783	-	163,783	-	163,783
PMPM reserve	210,687	-	210,687	-	210,687
Paycheck protection program note payable	2,212,100		2,212,100		2,212,100
Long-term-debt less current portion	2,116,679	-	2,116,679	-	2,116,679
Total long term liabilities	4,703,249	-	4,539,466	-	4,539,466
Total liabilities	5,922,775	-	5,922,775	-	5,922,775
Net assets:					
Without donor restrictions	2,657,115	145,648	2,802,763	-	2,802,763
With donor restrictions	-	50,900	50,900	-	50,900
Total net assets	2,657,115	196,548	2,853,663	-	2,853,663
Total liabilties and net assets	$ 8,579,890	$ 196,548	$ 8,776,438	$ -	$ 8,776,438

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Activities
For the Year Ended June 30, 2021

	Center for Life Management	CLM Foundation Without Donor Restrictions	CLM Foundation With Donor Restrictions	CLM Foundation Total	Total	Eliminations	Consolidated
Public support and revenues:							
Public support:							
Federal	$ 868,764	$ -	$ -	$ -	$ 868,764	$ -	$ 868,764
State of New Hampshire - BBH	828,490	-	-	-	828,490	-	828,490
State and local funding	36,600	-	-	-	36,600	-	36,600
Other public support	27,699	41,268	118,175	159,443	187,142	-	187,142
Total public support	1,761,553	41,268	118,175	159,443	1,920,996	-	1,920,996
Revenues:							
Program service fees, net	17,727,719	-	-	-	17,727,719	-	17,727,719
Other service income	245,722	-	-	-	245,722	-	245,722
Rental income	4,963	-	-	-	4,963	-	4,963
Other	491,160	-	-	-	491,160	(71,287)	419,873
Total revenues	18,469,564	-	-	-	18,469,564	(71,287)	18,398,277
Total public support and revenues	20,231,117	41,268	118,175	159,443	20,390,560	(71,287)	20,319,273
Net assets released from restrictions:							
Satisfaction of program restrictions	-	43,878	(43,878)	-	-	-	-
Total	20,231,117	85,146	74,297	159,443	20,390,560	(71,287)	20,319,273
Operating expenses:							
BBH funded programs:							
Children	5,427,719	-	-	-	5,427,719	-	5,427,719
Elders	552,287	-	-	-	552,287	-	552,287
Vocational	332,014	-	-	-	332,014	-	332,014
Multi-Service	4,197,913	-	-	-	4,197,913	-	4,197,913
Acute Care	1,289,002	-	-	-	1,289,002	-	1,289,002
Independent Living	2,973,494	-	-	-	2,973,494	-	2,973,494
Assertive Community Treatment	909,960	-	-	-	909,960	-	909,960
Non-Specialized Outpatient	490,110	-	-	-	490,110	-	490,110
Non-BBH funded program services	922,221	14,675	-	14,675	936,896	-	936,896
Contributions	-	71,287	-	71,287	71,287	(71,287)	-
Total program expenses	17,094,720	85,962	-	85,962	17,180,682	(71,287)	17,109,395
Administrative expenses	1,175,953	-	-	-	1,175,953	-	1,175,953
Total expenses	18,270,673	85,962	-	85,962	18,356,635	(71,287)	18,285,348
Change in net assets from operations	1,960,444	(816)	74,297	73,481	2,033,925	-	2,033,925
Non-operating expenses:							
Fair value gain on interest rate swap	63,517	-	-	-	63,517	-	63,517
Change in net assets	2,023,961	(816)	74,297	73,481	2,097,442	-	2,097,442
Net assets, beginning of year	2,657,115	145,648	50,900	196,548	2,853,663	-	2,853,663
Net assets, end of year	$ 4,681,076	$ 144,832	$ 125,197	$ 270,029	$ 4,951,105	$ -	$ 4,951,105

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Activities
For the Year Ended June 30, 2020

		CLM Foundation					
	Center for Life Management	Without Donor Restrictions	With Donor Restrictions	Total	Total	Eliminations	Consolidated
Public support and revenues:							
Public support:							
Federal	$ 1,143,039	$ -	$ -	$ -	$ 1,143,039	$ -	$ 1,143,039
State of New Hampshire - BBH	380,896	-	-	-	380,896	-	380,896
State and local funding	44,102	-	-	-	44,102	-	44,102
Other public support	117,714	56,199	50,900	107,099	224,813	(57,000)	167,813
Total public support	1,685,751	56,199	50,900	107,099	1,792,850	(57,000)	1,735,850
Revenues:							
Program service fees, net	13,759,719	-	-	-	13,759,719	-	13,759,719
Other service income	584,033	-	-	-	584,033	-	584,033
Rental income	5,288	-	-	-	5,288	-	5,288
Other	286,347	-	-	-	286,347	(58,322)	228,025
Total revenues	14,635,387	-	-	-	14,635,387	(58,322)	14,577,065
Total public support and revenues	16,321,138	56,199	50,900	107,099	16,428,237	(115,322)	16,312,915
Operating expenses:							
BBH funded programs:							
Children	5,269,747	-	-	-	5,269,747	-	5,269,747
Elders	580,123	-	-	-	580,123	-	580,123
Vocational	321,661	-	-	-	321,661	-	321,661
Multi-Service	3,148,577	-	-	-	3,148,577	-	3,148,577
Acute Care	1,183,032	-	-	-	1,183,032	-	1,183,032
Independent Living	2,688,824	-	-	-	2,688,824	-	2,688,824
Assertive Community Treatment	799,937	-	-	-	799,937	-	799,937
Non-Specialized Outpatient	986,629	-	-	-	986,629	-	986,629
Non-BBH funded program services	577,697	6,456	-	6,456	584,153	-	584,153
Contributions	-	115,322	-	115,322	115,322	(115,322)	-
Total program expenses	15,556,227	121,778	-	121,778	15,678,005	(115,322)	15,562,683
Administrative expenses	1,027,869	-	-	-	1,027,869	-	1,027,869
Total expenses	16,584,096	121,778	-	121,778	16,705,874	(115,322)	16,590,552
Change in net assets from operations	(262,958)	(65,579)	50,900	(14,679)	(277,637)	-	(277,637)
Non-operating expenses:							
Fair value gain (loss) on interest rate swap	(105,753)	-	-	-	(105,753)	-	(105,753)
Change in net assets	(368,711)	(65,579)	50,900	(14,679)	(383,390)	-	(383,390)
Net assets, beginning of year	3,025,826	211,227	-	211,227	3,237,053	-	3,237,053
Net assets, end of year	$ 2,657,115	$ 145,648	$ 50,900	$ 196,548	$ 2,853,663	$ -	$ 2,853,663

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Analysis of Accounts Receivable
For the Year Ended June 30, 2021

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	$ 217,938	$ 899,089	$ (679,650)	$ (212,452)	$ -	$ 224,925
Insurance companies	167,288	2,750,472	(802,302)	(1,906,036)	-	209,422
Medicaid	546,959	15,946,027	(976,172)	(15,310,217)	-	206,597
Medicare	124,224	784,810	(194,555)	(631,436)	-	83,043
Allowance	(207,758)	-	-	-	(38,492)	(246,250)
Total	$ 848,651	$ 20,380,398	$ (2,652,679)	$ (18,060,141)	$ (38,492)	$ 477,737

See Independent Auditor's Report

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Revenues and Expenses
For the Year Ended June 30, 2021

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Admin-istrative	Total Agency
Public support and revenues:												
Public support:												
Federal	$ 1,625	$ -	$ -	$ -	$ -	$ 865,514	$ -	$ 1,625	$ -	$ 868,764	$ -	$ 868,764
State of New Hampshire - BBH	127,867	-	-	31,061	133,138	209,696	225,000	6,675	95,053	828,490	-	828,490
State and local funding	-	-	-	-	36,600	-	-	-	-	36,600	-	36,600
Other public support	2,660	249	166	1,496	499	5,877	416	826	166	12,355	15,344	27,699
Total public support	132,152	249	166	32,557	170,237	1,081,087	225,416	9,126	95,219	1,746,209	15,344	1,761,553
Revenues:												
Program service fees, net	7,658,435	1,013,228	279,668	4,756,173	943,176	1,573,243	555,854	176,482	771,460	17,727,719	-	17,727,719
Other service income	66,709	41,318	-	-	-	55	-	44,733	91,231	244,046	1,676	245,722
Rental income	914	-	-	1,474	837	837	-	901	-	4,963	-	4,963
Other	139,290	7,507	14,306	130,307	27,063	98,907	29,127	10,917	11,052	468,476	22,684	491,160
Total revenues	7,865,348	1,062,053	293,974	4,887,954	971,076	1,673,042	584,981	233,033	873,743	18,445,204	24,360	18,469,564
Total public support and revenues	7,997,500	1,062,302	294,140	4,920,511	1,141,313	2,754,129	810,397	242,159	968,962	20,191,413	39,704	20,231,117
Total expenses	5,804,656	590,024	354,750	4,485,415	1,377,277	3,177,266	972,285	523,580	985,420	18,270,673	-	18,270,673
Change in net assets from operations	2,192,844	472,278	(60,610)	435,096	(235,964)	(423,137)	(161,888)	(281,421)	(16,458)	1,920,740	39,704	1,960,444
Non-operating expenses:												
Fair value gain on interest rate swap	23,446	2,922	1,061	12,703	3,817	7,146	2,712	2,699	2,254	58,760	4,757	63,517
Change in net assets	$ 2,216,290	$ 475,200	$ (59,549)	$ 447,799	$ (232,147)	$ (415,991)	$ (159,176)	$ (278,722)	$ (14,204)	$ 1,979,500	$ 44,461	$ 2,023,961

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Expenses
For the Year Ended June 30, 2021

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Admin-istrative	Total Agency
Personnel costs:												
Salaries and wages	$ 3,801,073	$ 416,290	$ 223,839	$ 3,110,403	$ 942,307	$ 1,346,177	$ 612,795	$ 353,341	$ 584,366	$ 11,390,591	$ 668,007	$ 12,058,598
Employee benefits	730,904	70,244	65,456	566,645	183,369	374,321	159,333	33,305	138,878	2,322,455	96,707	2,419,162
Payroll taxes	260,978	28,465	11,761	206,932	59,749	84,033	41,029	26,827	39,286	759,060	45,487	804,547
Accounting/audit fees	24,039	2,397	988	18,511	3,837	8,790	3,111	1,062	2,755	65,490	387	65,877
Advertising	5,023	491	233	3,714	1,431	1,264	631	662	472	13,921	879	14,800
Conferences, conventions and meetings	17,952	232	167	10,746	4,852	4,048	600	533	3,951	43,081	5,724	48,805
Depreciation	77,660	6,139	3,831	45,831	21,316	25,597	10,145	12,526	8,887	211,932	38,576	250,508
Equipment maintenance	5,392	448	326	3,612	1,223	2,002	817	477	764	15,061	479	15,540
Equipment rental	17,178	1,302	688	8,096	2,809	4,223	2,019	1,657	3,573	41,545	1,011	42,556
Insurance	18,997	1,761	662	13,056	5,715	4,697	5,279	4,410	1,398	55,975	30,891	86,866
Interest expense	27,446	2,019	929	13,074	9,336	7,476	2,803	7,175	2,124	72,382	31,233	103,615
Legal fees	-	-	-	-	-	-	1,140	-	-	1,140	24,440	25,580
Membership dues	2,255	163	77	1,896	499	1,784	942	442	3,770	11,828	53,665	65,493
Occupancy expenses	164,359	3,107	1,026	26,184	10,265	964,807	13,037	18,743	43,941	1,245,469	31,901	1,277,370
Office expenses	102,951	7,205	5,043	63,582	16,956	32,272	23,160	11,748	17,903	280,820	44,316	325,136
Other expenses	1,007	18	62	1,063	438	1,959	285	133	62	5,027	30,584	35,611
Other professional fees	93,061	7,474	5,316	68,485	19,964	32,639	13,473	8,009	18,061	266,482	50,482	316,964
Program supplies	33,557	1,455	1,412	21,385	4,579	8,358	3,639	7,235	49,848	131,468	20,034	151,502
Travel	43,887	3,077	10,198	14,698	357	69,047	15,722	1,825	2,182	160,993	1,150	162,143
	5,427,719	552,287	332,014	4,197,913	1,289,002	2,973,494	909,960	490,110	922,221	17,094,720	1,175,953	18,270,673
Administrative allocation	376,937	37,737	22,736	287,502	88,275	203,772	62,325	33,470	63,199	1,175,953	(1,175,953)	-
Total program expenses	$ 5,804,656	$ 590,024	$ 354,750	$ 4,485,415	$ 1,377,277	$ 3,177,266	$ 972,285	$ 523,580	$ 985,420	$ 18,270,673	$ -	$ 18,270,673

See Independent Auditor's Report

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CLM Center for Life Management

BOARD OF DIRECTORS - FY2022

Name/Position	*Home Address*	*Telephone /Emails*
David Hebert Chairperson		
Maria Gudinas Vice Chair		
Susan Davis Secretary		
Ron Lague, CPA, CVA Treasurer		
Judi Ryan, RN		
Vic Topo, MSW President & CEO		
Vernon Thomas, Captain, Derry Police		
Christopher Peterson, MD		
Joseph Crawford		
Michael Delahanty		
Rebecca Sanborn		

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DIANA LACHAPELLE, CPA

[redacted]

Strategically focused leader with extensive operations, accounting and financial management experience. Possesses keen business acumen and decision making skill. Proven track record of working collaboratively and driving change to optimize profitability.

Core Qualifications

- Strategic Planning
- Revenue Cycle Management
- Financial Reporting & Analysis
- SOX Compliance
- Budgeting & Forecasting
- Contract Negotiations
- Internal Controls
- Audit
- Labor Management

PROFESSIONAL EXPERIENCE

VICE PRESIDENT – CHIEF FINANCIAL OFFICER

The Mental Health Center for Southern New Hampshire d.b.a. Center for Life Management, Derry, NH March 2020 to present

Provide leadership and direction in the areas of finance, revenue cycle and cash management. Develop, implement and evaluate strategic plans to improve operating performance.

CHIEF EXECUTIVE OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH February 2018 to February 2020

Leader of this for profit, 50-bed, acute care rehabilitation hospital and outpatient treatment center reporting directly to the Regional President. Hospital is part of a publicly traded healthcare system comprised of 133 inpatient rehabilitation hospitals, 245 home health agencies and 82 hospice locations.

Key contributions and results:

- Strategic leadership to achieve discharge growth of 15% year over year for two consecutive years in an industry where 3% growth is the norm.
- Financial leadership to realize EBITDA growth year over year of 24% and 19% for 2018 and 2019, respectively.
- Organizational and change management to improve employee engagement results by 16 basis points.
- Process improvement leadership to improve patient outcomes and satisfaction.

CONTROLLER/CHIEF FINANCIAL OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH January 2012 to January 2018

Responsible for all financial aspects of the hospital including the development of the annual operating plan, monthly analysis of results and execution of corrective actions as needed to ensure achievement of planned results. Chief liaison between corporate finance and the hospital.

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Key contributions and results:

- Implemented cost reduction initiatives to improve profitability by 7%.
- Restructured outpatient operation to create a viable business unit, improving net income by 34%.
- Developed and executed a labor management plan to improve operational efficiency and reduce full time equivalents by 7%.
- Preceptor for newly hired Controllers.

CPA SERVICES
Diana C. Lachapelle, CPA, Bedford, NH 2003-2011
Provided accounting leadership and business solutions to clients including cash management, forecasting, budgeting, financial statement preparation, tax preparation, and development of internal controls.

DIRECTOR OF WORLDWIDE FOOTWEAR COST & FINANCIAL PLANNING
Timberland Corporation, Stratham, NH 1996-1999

- Responsible for all financial aspects of this $550 million manufacturing and sourcing operation including accounting, forecasting, budgeting, reporting, product costing and audit.
- Partnered with the VP of Operations to achieve key cost reductions, as well as, improved reliability and quality resulting in actual performance exceeding budget by $6.9 million.

FINANCIAL MANAGER, CONSUMER PRODUCTS GROUP
Nashua Corporation, Nashua, NH 1993-1996

AUDITOR
Ernst & Young, Manchester, NH 1989-1992

EDUCATION & CERTIFICATION

Bachelor of Science in Business Administration, University of New Hampshire, Durham
Certified Public Accountant, State of New Hampshire
Member of the American College of Healthcare Executives and Healthcare Financial Management Association

SYSTEM EXPERIENCE

Oracle Enterprise Performance Management System, Oracle PeopleSoft, Hyperion, Cerner EMR and reporting, E-Time, Attendance Enterprise, Microsoft Office Suite, Ariba Contract Management, Maven, Beacon, Tableau

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KENNETH M. BROWN, M.D.,M.P.H.

EDUCATION

1994-1996	Child and Adolescent Psychiatry Fellowship University of Miami/ Jackson Memorial Hospital
1991-1994	Psychiatry Residency Medical University of South Carolina Institute of Psychiatry Charleston, South Carolina
1987-1992	Doctor of Medicine Tulane University School of Medicine Tulane Medical Center Charity Hospital New Orleans, Louisiana
1987-1991	Masters of Public Health Tulane University School of Tropical Medicine and Public Health New Orleans, Louisiana
1983-1987	Bachelor of Science Engineering Major: Biomedical Engineering Tulane University School of Engineering
1985-1986	Tulane University Honor Scholar Junior Year Abroad Major: Engineering University of Southampton Southampton, England

EMPLOYMENT

2000-Present	Medical Director Hampstead Hospital Hampstead, New Hampshire
1996-2000	Chief, Child and Adolescent Psychiatrist Hampstead Hospital Hampstead, New Hampshire

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EMPLOYMENT (cont.)

1996-Present Solo Private Practice (Inpatient and Outpatient)
Child, Adolescent and Adult Psychotherapy and Psychopharmacology
Hampstead Hospital
218 East Road
Hampstead, New Hampshire

1997-2000 Child and Adolescent Psychiatrist
Center for Life Management
Community Mental Health Center
Derry, New Hampshire

1991-1994 Court Appointed Expert Witness
Court Appointed Designated Examiner
Charleston County Court

1993-1994 Treating Psychiatrist
South Carolina Department of Mental Health
Dual Diagnoses Community Mental Health Clinic
Charleston, South Carolina

ACADEMIC AFFILIATIONS

1999-Present Adjunct Professor in Clinical Research
Dartmouth University
Hanover, New Hampshire

RESEARCH

2001-2003 Sub-investigator
Access Clinical Trials

A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release Carbamazepine in Patients with Bipolar Disorder.
Shire Laboratories

A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release Carbamazepine in Lithium Failure Patients with Bipolar Disorder.
Shire Laboratories

A Double-Blind, Parallel Study of the Safety, Tolerability and Preliminary Efficacy of Flutamide Compared to Placebo in Patients with Anorexia. Nervosa
Vela Pharmaceuticals Inc.

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RESEARCH (cont.)

A Phase III, Randomized, Double-Blind, Placebo-Controlled Study of Safety and Efficacy of C-1073 (Mifepristone) in Patients with Major Depressive Disorder with Psychotic Features Who are not Receiving Antidepressants or Antipsychotics.
Corcept Therapeutics, Inc.

Olanzapine Versus Ziprasidone in the Treatment of Schizophrenia
Eli Lilly and Company

A Multicenter, Randomized, Double-Blind, Study of Aripiprazole Versus Placebo in the Treatment of Acutely Manic Patients with Bipolar Disorder.
Bristol-Myers Squibb Pharmaceutical Research Institute

PUBLICATIONS and POSTER PRESENTATIONS

Bupropion Sustained Release in Adolescents With Comorbid Attention-Deficit/ Hyperactivity Disorder and Depression
Daviss, Bentivoglio, Racusin, Brown, et al.,
J. Am. Acad. Child Adolescent Psychiatry, 40:3, March 2001

A Retrospective Study of Citalopram in Adolescents with Depression
Bostic J.Q., Prince J., Brown K., Place S.
Journal of Child and Adolescent Psychopharmacology 2001; 11; 159-166.

Citalopram for the Treatment of Adolescent Anxiety Disorders: A Pilot Study.
Prince J., Bostic J.Q., Monuteaux M., Brown K., Place S.
Psychopharmacoogy Bulletin 2002; 36: 100-107

2001 Citalopram in Adolescents with Mood and Anxiety Disorders: A Chart Review.
Presented at the Annual Meeting of the American Psychiatric Association,
New Orleans, LA 5/9/2001

2001 Citalopram in Adolescents with Mood and Anxiety Disorders.
Presented at the Annual Meeting of NCDEU,
Phoenix, AZ 5/29/2001

2001 Citalopram in Adolescents with Mood, Anxiety, and Comorbid Conditions.
Presented at the Annual Meeting of the American Psychiatric Association 2001
Institute on Psychiatric Services,
Orlando, FL 10/11/2001

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HONORS AND OFFICES HELD

ACADEMIC AWARDS AND OFFICES

--Golden Apple Award for Excellence in teaching medical students
--Residency Education Committee representative
--Vice President Tulane Medical School Class of 1991
--President Jewish Medical Student Organization

ACADEMIC AWARDS AND OFFICES (cont.)

--Tau Beta Pi (engineering honor society)
--Alpha Eta Mu Beta (biomedical engineering honor society)
--Alpha Epsilon Delta (premedical honor society)
--Honor Scholar Junior Year Abroad Program

SOCIETY MEMBERSHIPS

--American Medical Association
--American Psychiatry Association
--American Academy of Child and Adolescent Psychiatry
--New Hampshire Medical Association
--New Hampshire Psychiatry Association
--New England Society of Child and Adolescent Psychiatry

CERTIFICATIONS

--Board Certified General Psychiatry
American Board of Psychiatry and Neurology, #43597
--Board Eligible, Child and Adolescent Psychiatry

LICENSES

--New Hampshire, Maine, South Carolina, Florida, Louisiana

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Steve Arnault

Objective

To obtain a position where I can maximize my multilayer of management skills, quality assurance, program development, experience as an educator, customer service, and a successful track record in the health care environment.

Professional Experience

Lead — Healthcare Systems Align, LLC, Nottingham, NH — 1/2010 – Present

Healthcare Systems Align.com

- Provide consultation to agencies, medical practices and practitioners to establish systems of integrated healthcare that includes practice patterns, billing strategies, quality and compliance strategy, policy development, outcome measurement and supervision.

VP of Quality, Compliance — Center for Life Management, Derry, NH — 1/2009 - Present
www.centerforlifemanagement.org

- Senior management position in mental health center serving 6000 consumers Responsibilities include development, implementation and monitoring of strategies and systems to continuously improve the quality of services to consumers. Assure compliance to state and federal regulations.
- Develop and maintain systems to assure fidelity to evidence based practices.
- Continuous development of EMR and associated staff training.
- Establish and maintain outcome measures and their incorporation into QI/UR initiatives.
- Develop and implement projects to improve the quality of care.
- Chair of agency Safety Committee.

Director, Behavioral Health Services — Portsmouth Regional Hospital, Portsmouth, NH — 1/2006 - 12/2009

- Responsible for clinical, administrative and fiscal management of service line which includes 22 bed inpatient psychiatric unit, Psychiatric Assessment and Referral Service and interdepartmental service. Supervision of an Assistant Director and Coordinator, Responsible for 85 staff. Oversee the integration of behavioral health into primary care. Manage annual budget of 10. 5 million dollars.
- Chair Directors Operations Meeting. Coordinate monthly meeting of hospital departmental directors.
- Co-chair of Patient Flow Committee. Analysis and development of data systems to monitor patient throughput. Develop and implement strategies to improve the efficiency of care.

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Steve Arnault

Assistant Director of Behavioral Health Services — Portsmouth Regional Hospital, Portsmouth, NH — 4/2005 – 1/2006

- Responsible for the clinical and administrative functioning of the Psychiatric assessment and Referral Service (PARS). Manage annual budget of 600K.
- Supervision of 22 clinicians who provide psychiatric crisis assessments, admissions, intake and referral 24 hours a day.
- Supervision, oversight and development of the Interdepartmental Service: 3 clinicians who provide psychiatric assessment, consultation and therapy to patients admitted medically to the hospital.

Director of Adult Services — Community Partners; Dover, NH — 11/2001 – 4/2005

- Responsible for the clinical, administrative and financial operations of the Adult Outpatient Therapy, EAP, Admissions, Emergency Services, Geriatric and Acute Service programs (PHP/IOP) serving Strafford County. Supervised 4 mangers responsible for 26 staff. Manage annual budget of 3 million dollars.

Clinical Director of Community Support Prog. — Riverbend Community Mental Health Ctr, Concord, NH — 9/2000 – 11/2001

- Responsible for the clinical, administrative and fiscal operations of programs serving 554 consumers with severe and persistent mental illness. Directly supervise 5 managers responsible for 60 staff. Development and oversight of annual budget of 4 million dollars.

Treatment Team Coordinator — Riverbend Community Mental Health Ctr, Concord, NH — 8/1996 – 9/2000

- Clinical and administrative supervision of a multidisciplinary team of 12 direct care staff. Serving an average of 100 individuals with severe and persistent mental illness.

Team Leader — Strafford Guidance Center; Dover, NH — 1/1993 – 8/1996

- Clinical and administrative supervision of 8 direct care staff. Serving an average of 80 individuals with severe and persistent mental illness.
- Developed the first interagency treatment team to serve individuals with severe and persistent mental illness and developmental disabilities in NH.

Clinical Case Manager — Strafford Guidance Center; Dover, NH — 1/1992 – 12/1993

- Provided psychotherapy and case management services to individuals with severe and persistent mental illness and substance abuse issues as part of The Continuous Treatment Team study through Dartmouth College.

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603.965.0678

Steve Arnault

Assistant Director / Behavioral Specialist — **Residential Resources**; Keene, NH — 1/1989 – 1/1992

- Directed all administrative, fiscal and clinical activities for 5 group homes and 3 supported living arrangements serving people with developmental disabilities. Provide behavioral consultation to individuals with behavioral/functional challenges.

Behavioral Specialist / Clinical Supervisor — **The Center for Humanistic Change** Manchester, NH — 8/1986 – 1/1989

- Provide behavioral consultation to individuals facing behavioral/functional challenges in group homes, day programs, vocational and family settings. Supervised 2 clinicians.

House Manager — **Greater Lawrence Psychological Center** Lawrence, MA — 6/1984 – 8/1986

- Administrative, clinical and financial management of a group home serving 4 men with severe and persistent mental illness.

Teaching & Educational Experience

Adjunct Faculty — New England College; Henniker, NH www.nec.edu — 9/1994 - Present

- Teach graduate and undergraduate courses in psychology, counseling., program development and evaluation

Director of Masters Degree Program in Mental Health Counseling — New England College; Henniker, NH — 1/1998 – 3/2002

- Developed and implemented curriculum for degree program.
- Oversight of curriculum to insure quality, academic standards and student retention.
- Development and execution of marketing plan.
- Provided academic advising and mentoring to students.
- Faculty recruitment, supervision and monitoring of academic quality

Curriculum Consultant — New England College; Henniker, NH — Fall 2012 - Present

- Developed curricula for a certificate and C.A.G.S. in the integration of behavioral health into primary medicine.

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VICTOR TOPO

[redacted]

President/Chief Executive Officer

Successful 32-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and non-traditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

- Operations
- Reorganization and reinvention
- Team building and leadership
- Strategic planning
- Collaboration
- Strategic partnerships
- Strong relationship with funders
- Community building
- Innovation

Professional Experience

Center for Life Management – Derry, NH **1999 – Present**
President/Chief Executive Officer

Recruited to manage 501(c) 3 comprehensive community mental health center and its title holding 501(c) 2 corporation, entitled West Rock Endowment Association including two residential facilities.

Key results:

- Restructured senior management increasing direct reports from three to six.
- Revenues increased from 6.5 million to 22 million leading to financial sustainability.
- Established closer connection with surrounding community utilizing aggressive public relations strategy while also rebranding CLM in 2004.
- Guided Board of Directors towards more accountability including higher expectation from management and individual board members.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer
- Increased year after year number of persons served starting with 3,400 to nearly 6,000.
- Created and implemented strategy to integrate behavioral health care with physician healthcare. Integrated behavioral health services into two Primary Care/Pediatric Practices and two Specialty Practices in Southern New Hampshire.
- Consolidated outpatient offices toward design and construction of new state of the art 26,000 square foot facility in 2007. Received national awards for design and use of new facility.
- Provided leadership and vision to oversee the development and implementation of an Electronic Health Record (EHR) called webAISCE. Software now includes e-prescribing and has begun acquiring Meaningful Use dollars with regular upgrades over course of twenty years.
- Adopted Neurostar Transcranial Magnetic Stimulation (TMS) in 2010 as newest neuro tech treatment for treatment resistant Major Depressive Disorder. First free standing community mental health center in the U.S. to offer it.
-

Pathways, Inc. – Mentor, OH **1988 - 1999**
Chief Executive Officer/Executive Director

Started with managing a small single purpose case management agency with revenues of $486,000 and over 11 years grew revenues to 4 million by expanding services to chronically mentally ill consumers. Created senior management team and strengthened Board of Directors utilizing shared vision approach.

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Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).
- Assumed leadership role in transitioning 32 long-term patients back to our community.
- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from $38,000 in 1989 to $431,210 in 1997.

Community Counseling Center – Ashtabula, OH **1983-1988**
Case Management Supervisor/Case Manager

Provided direct services and supervision for services to severely mentally disabled persons in the community. Partnered with local private hospital as well as state hospital.

Key results:

- Transitioned consumers back into supervised and independent living.
- Recruited, trained and managed staff of five case managers.
- Designed and implemented agency's first case management program.

EDUCATION

Master of Social Work (MSW)
West Virginia University, Morgantown, WV

Bachelor of Arts (BA)
Siena College, Londonville, NY

Associate of Applied Science (AAS)
Fulton-Montgomery Community College, Johnstown, NY

BOARD/LEADERSHIP POSITIONS

Heritage United Way – Board of Directors

Mental Health Commission – Co-Chair
Consumers and Families Work Group

Statewide Evidenced Based Practice Committee – Co-Chair

Greater Salem Chamber of Commerce – Board of Directors

Behavioral Health Network – Board of Directors

Greater Derry/Londonderry Chamber of Commerce – Board of Directors

Greater Derry/Salem Regional Transportation Council (RTC) -
Chairman, Board of Directors, Derry, NH

Greater Salem Leadership Program – Graduate, Class of 2001

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CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Vic Topo	CEO	10000
Diana Lachapelle	VP - CFO	5000
Steve Arnault	VP Operations & Quality	5000
Kenneth Brown	Medical Director	10000

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

July 27, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed in **bold** below to continue providing Rapid Response crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals, by exercising contract renewal options by increasing the total price limitation by $2,032,630 from $1,731,950 to $3,764,580 and extending the completion dates from August 19, 2021 to May 31, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original agreements were approved by the Governor on June 23, 2020, and presented to the Executive Council on July 15, 2020, as Informational Item #T.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Northern Human Services	177222	Conway, Region 1	$173,195	$281,040	$454,235
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	$173,195	$281,040	$454,235
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	$173,195	$173,195	$346,390
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	$173,195	$281,040	$454,235
Monadnock Family Services	177510	Keene, Region 5	$173,195	$173,195	$346,390

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Greater Nashua Mental Health	154112	Nashua, Region 6	$173,195	$0	$173,095
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	$173,195	$0	$173,195
Seacoast Mental Health Center, Inc.	**174089**	**Portsmouth, Region 8**	**$173,195**	**$281,040**	**$454,235**
Community Partners of Strafford County Foundation	**177278**	**Dover, Region 9**	**$173,195**	**$281,040**	**$454,235**
The Mental Health Center for Southern New Hampshire	**174116**	**Derry Region 10**	**$173,195**	**$281,040**	**$454,235**
		Total:	**$1,731,950**	**$2,032,630**	**$3,764,580**

Funds are available in the following accounts for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose this request to continue providing crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports to youth and adults who are under or uninsured and are impacted by COVID-19, as well as healthcare professionals.

This request includes eight (8) of the ten (10) contracts for Rapid Response services. The Department anticipates the remaining two (2) contracts will be presented to the Governor and Executive Council at a future meeting once the executed contract documents are received from the remaining two (2) vendors.

Due to both COVID-19 and the state of emergency, people with serious mental illness, youth with serious emotional disturbance, general citizens, and health care professionals are still expected to continue developing new behavioral health challenges or exacerbations of current symptoms, including increases in depression, anxiety, trauma and grief. The Contractors provide crisis stabilization services to individuals who are under or uninsured and otherwise may not have access to affordable care.

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The Contractors have increased the capacity of the New Hampshire community mental health system to respond to individuals with behavioral health crises, who are impacted by the COVID-19 pandemic, using evidence-based practices. New and existing staff have received, and will continue to receive, training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; and trauma-informed care. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

The Department continues to monitor contracted services by:

- Actively and regularly collaborating with the vendors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- Requesting key data and metrics that include client-level demographic, performance and service data.
- Participating in monthly meetings with Project Directors to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for approximately 9 ½ months of the two (2) years available.

Should the Governor and Council not authorize this request, individuals who are experiencing mental health crises due to COVID-19 may not have access to necessary stabilization services and will be at an increased risk for utilization of more costly services in emergency departments, psychiatric hospitals and long term care facilities.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

Lori A. Shibinette
Commissioner

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Fiscal Details for Rapid Response Contracts

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES,SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		173,195.00	173,195.00
			Subtotal	173,195.00	173,195.00	346,390.00

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		173,195.00	173,195.00
			Subtotal	173,195.00	173,195.00	346,390.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911			-
			Subtotal	173,195.00	-	173,195.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911			-

Fiscal Details for Rapid Response Contracts

			Subtotal	173,195.00	-	173,195.00

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
			Subtotal	173,195.00	281,040.00	454,235.00
		Total		1,731,950.00	2,032,630.00	3,764,580.00

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center for Southern New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020 (Informational Item T), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions To Standard Contract Provisions, Section 1., Revisions to Form P-37, Subsection 1.2., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   May 31, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $454,235.

3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:

   3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

Original Budget	
Line Item	**Amount**
Staffing	$113,500
Fringe Benefits	$ 34,050
Personal Protective Equipment, Supplies, Technology and Training	$5,400
Data Collection	$ 4,500
Indirect Costs on Clinical Services	$15,295
Indirect Costs on Data Collection	$450
Total	**$173,195**

Supplemental Budget	
Line Item	**Amount**
Staffing	$185,265
Fringe Benefits	$55,579
Personal Protective Equipment, Supplies, Technology and Training	$7,990
Data Collection	$6,658
Indirect Costs on Clinical Services	$24,883
Indirect Costs on Data Collection	$665
Total	**$281,040**

4. Modify Exhibit C, Payment Terms, Section 4, to read:

4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

4.2 Ensure timesheets and/or time cards support the hours employees worked for wages reported under this contract, pursuant to 45 CFR Part 75.430(i)(1) Charges to Federal, which indicates awards for salaries and wages must be based on records that accurately reflect the work performed.

4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.4. Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/30/2021
Date

DocuSigned by:
Katja Fox
ED9D05B04C63442...
Name: Katja Fox
Title: Director

The Mental Health Center for Southern New Hampshire

7/29/2021
Date

DocuSigned by:
Vic Topo
D4DA755E38AC46A...
Name: Vic Topo
Title: ceo

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/30/2021
Date

DocuSigned by:
Takhmina Rakhmatova
FDF521C825C34AC...
Name: Takhmina Rakhmatova
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 24, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu authorized the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed $1,731,950 for crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals with the option to renew for up to two (2) additional years, effective June 23, 2020, through August 19, 2021. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County Foundation	177278	Dover, Region 9	$173,195
Northern Human Services	177222	Conway, Region 1	$173,195
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	$173,195
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	$173,195
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	$173,195
Monadnock Family Services	177510	Keene, Region 5	$173,195
The Community Council of Nashua, N.H.	154112	Nashua, Region 6	$173,195
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	$173,195
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	$173,195
Center for Life Management	174116	Derry, Region 10	$173,195
		Total:	**$1,731,950**

Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-092-922010-19090000 HEALTH & SOCIAL SERVICES-DEPARTMENT OF HEALTH & HUMAN SERVICES-DIV FOR BEHAVIORAL HEALTH-BUREAU OF MENTAL HEALTH SERVICES-SAMHSA GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92201909	$108,247
2021	102-500731	Contracts for Prog Svc	92201909	$1,298,962
2022	102-500731	Contracts for Prog Svc	92201909	$324,741
			Total	**$1,731,950**

EXPLANATION

These items are **Sole Source** because the Department, in the interest of the public's health and safety, determined that the State's community mental health centers are best positioned to effectively provide crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals. The Bureau of Mental Health Services contracts for services through the community mental health centers that are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and State regulation NH He-M403.

Due to both COVID-19 and the State of Emergency, people with serious mental illness, youth with serious emotional disturbance and new or early serious mental illness, general citizens, and healthcare professionals are expected to develop new behavioral health problems or exacerbations of such problems, including increases in depression, anxiety, trauma, and grief. The Contractors will provide services to these individuals who are under or uninsured from June 23, 2020, to August 19, 2021.

The Contractors will increase the capacity of the New Hampshire community mental health system to respond to people with behavioral health crises who are impacted by the COVID-19 pandemic using evidence-based practices. New and existing staff will receive training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; trauma-informed care; and the use of American Society of Addiction Medicine criteria for Substance Use Disorder services. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

The Department will monitor contracted services by:

- Actively and regularly collaborating with the Contractors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- Requiring the Contractors to collect key data and metrics that include client-level demographic, performance and service data.
- Requiring implementation progress reports relative to staffing and training requirements.

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- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,

Lori A. Shibinette
Commissioner

[redacted]

FORM NUMBER P-37 (version 12/11/2019)

Subject: Rapid Response (SS-2020-DBH-07-RAPID-10)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center for Southern New Hampshire		1.4 Contractor Address 10 Tsienneto Rd. Derry, NH 03038	
1.5 Contractor Phone Number (603) 434-1577	1.6 Account Number 05-095-092-922010-19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation $173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date: 6/4/20		1.12 Name and Title of Contractor Signatory Vic Topo President/CEO	
1.13 State Agency Signature Date: 6-8-2020		1.14 Name and Title of State Agency Signatory Christie Tappan, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Catherine Pinos		On: 06/17/20	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials VT
Date 6/4/20

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials VS

Date 4/4/22

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials [illegible]

Date 6/4/20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials _____

Date 4/4/20

EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. **Revisions to Form P-37, General Provisions**

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

EXHIBIT B

Scope of Services

1. Statement of work

1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:

1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);

1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and

1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.

1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:

1.2.1. Individuals who are not covered by public or commercial health insurance programs;

1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.

1.3. For the purposes of this Agreement, all references to days shall mean calendar days.

1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Ten (10).

1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:

1.5.1. Applicable federal and state law, including administrative rules and regulations;

1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and

1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:

1.5.3.1. Hire additional staff as described in Section 2, Staffing.

1.5.3.2. Train additional staff as described in Subsection 2.2.

1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.

1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:

1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;

1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and

1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.

1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.

1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.

1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."

1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.

1.11. The Contractor shall provide crisis services and interventions by:

1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;

1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;

1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;

1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;

1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.

1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:

1.12.1. Assertive community treatment;

1.12.2. Supported employment;

1.12.3. Illness management and recovery;

1.12.4. Therapeutic behavioral services;

1.12.5. Family support; and

1.12.6. Medication management.

1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:

1.13.1. Modular Approach to Therapy for Children (MATCH);

1.13.2. Trauma-focused cognitive behavioral therapy; and

1.13.3. Supported employment for individuals for whom it is developmentally appropriate.

1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:

1.14.1. Evaluations;

1.14.2. Withdrawal management;

1.14.3. Outpatient counseling;

1.14.4. Residential services; and

1.14.5. Recovery supports.

1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:

1.15.1. Medication Assisted Treatment (MAT);

1.15.2. Cognitive Behavioral Therapy (CBT);

1.15.3. Motivational Enhancement Therapy (MET);

1.15.4. Seeking Safety;

1.15.5. The Seven Challenges; and

1.15.6. Brief strategic family therapy.

1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:

1.16.1. Identifying providers;

1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and

1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.

1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.

1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.

1.19. In Community Mental Health Region Ten (10), the Contractor, in collaboration with the Department, shall:

1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and

1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.

1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.

2.2. The Contractor shall ensure that Contractor staff receive training on:

2.2.1. New Hampshire Rapid Response goals and objectives;

2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;

2.2.3. Guideline-based crisis intervention;

2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and

2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.

2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:

2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.

2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).

2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.

2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.

2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.

2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.

2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.

2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.

2.3.5 If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.

2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.

3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.

3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.

3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.

3.4.1. The Contractor shall provide a $20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.

3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.

3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.

3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.

3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.

3.7. The Contractor may utilize funding in this Agreement designated for data

infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
   2.2. The Indirect Cost Rate of 10.00% applies in accordance with 2 CFR §200.414.
   2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

BUDGET	
Line Item	**Amount Amount**
Staffing	$113,500
Fringe and Benefits	$ 34,050
Personal Protective Equipment, Supplies, Technology, and Training	$ 5,400
Data Collection	$ 4,500
Indirect Costs on Clinical Services	$ 15,295
Indirect Costs on Data Collection	$ 450
Total	$173,195

   3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
      3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
      3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served

indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.

4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

12. Audits

    12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

        12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

        12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

        12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

12.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:

12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.

12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.

12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.

12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials VA
Date 6/4/20

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

6/4/2020
Date

Vic Topo
Name: Vic Topo
Title: President/CFO

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:

6/4/20
Date

Name:
Title: President/CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials _____

Date 11/4/20

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

6/4/20
Date

Name:
Title: PRESIDENT/CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

6/4/20
Date

Name:
Title: President/CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

6/4/20
Date

Name:
Title: President/CEO

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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.508 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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	MENTAL HEALTH CENTER FOR [illegible]
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Tappan	
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	PRESIDENT/CEO
Title of Authorized Representative	Title of Authorized Representative
6-8-2020	6/4/20
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of Individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/4/20
Date

Name:
Title: PRESIDENT/CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 085593541

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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov