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

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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

May 23, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the contractors listed below in an amount not to exceed $43,761,925 to provide community mental health services, including statewide mobile crisis services, with the option to renew for up to four (4) additional years, effective June 28, 2023, upon Governor and Council approval through June 30, 2025. 3.82% Federal Funds. 93.36% General Funds. 2.82% Other Funds (Mental Health Data Collection).

Contractor Name	Vendor Code	Area Served	Contract Amount
Northern Human Services Conway, NH	177222-B004	Region 1	$3,365,852
West Central Services, Inc. DBA West Central Behavioral Health Lebanon, NH	177654-B001	Region 2	$3,073,428
The Lakes Region Mental Health Center, Inc. Laconia, NH	154480-B001	Region 3	$4,050,856
Riverbend Community Mental Health, Inc. Concord, NH	177192-R001	Region 4	$4,974,550
Monadnock Family Services Keene, NH	177510-B005	Region 5	$2,720,045
The Community Council of Nashua, NH DBA Greater Nashua Mental Health Nashua, NH	154112-B001	Region 6	$6,371,194

The Mental Health Center of Greater Manchester, Inc. Manchester, NH	177184-B001	Region 7	$6,662,413
Seacoast Mental Health Center, Inc. Portsmouth, NH	174089-R001	Region 8	$3,518,773
Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County Dover, NH	177278-B002	Region 9	$3,052,145
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Region 10	$5,972,669
		Total:	**$43,761,925**

Funds are available in the following accounts for State Fiscal Years 2023 and 2024, and are anticipated to be available in State Fiscal Year 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these ten (10) Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to provide community mental health services for individuals in New Hampshire. Community Mental Health Centers provide community-based mental health services to adults, children, and families to build resiliency, promote recovery, and reduce inpatient hospital utilizations, and improve community tenure. These contracts provide both Federal grant funds and General Funds that enable delivery of services not otherwise covered by Medicaid. For example, technology, training, and system upgrades, delivery of some Assertive Community Treatment services, and care coordination with other systems such as the Division of Children, Youth, and Families, Department of Education, and Division of Long Term Supports and Services. The majority of the General Funds are allocated to ensure that individuals who are uninsured have full access to NH Rapid Response crisis services.

Approximately 20,700 individuals will be served annually.

The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Contractors will provide crisis services, individual and group psychotherapy, targeted case management, medication services, Functional Support Services, Illness Management and Recovery, supported employment, Assertive Community Treatment, Wraparound services for children, community residential services, and acute care services to individuals experiencing psychiatric emergencies while awaiting admission to a designated receiving facility. All contracts include provisions for Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

The Department will monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, approximately 12,300 adults, and 8,400 children in the state will not have access to critical community mental health services as required by NH RSA 135-C:13. As a result, these individuals may experience an increase in symptoms causing them to seek more costly services at hospital emergency departments due to risk of harm to themselves or others and may have increased contact with law enforcement, correctional programs, or primary care physicians, none of which have the necessary services or supports available to provide necessary assistance. Lack of these services may also increase the likelihood of inpatient hospitalizations and death by suicide.

Source of Federal Funds: Assistance Listing Number #93.243, FAIN # H79SM080245; Assistance Listing Number #93.958, FAIN # B09SM087375; Assistance Listing Number #93.043, FAIN #2201NHOAPH; Assistance Listing Number #93.959, FAIN # TI085821; Assistance Listing Number #93.829, FAIN # H79SM087622.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Attachment A
Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES,CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92204117	$1,174,625	$0	$1,174,625
2025	102-500731	Contracts for program services	92204117	$1,174,625	$0	$1,174,625
			Subtotal	$2,349,250	$0	$2,349,250

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2023	102-500731	Contracts for program services	92204117	$172,400	$0	$172,400
2024	102-500731	Contracts for program services	92204117	$1,041,563	$0	$1,041,563
2025	102-500731	Contracts for program services	92204117	$1,041,563	$0	$1,041,563
			Subtotal	$2,255,526	$0	$2,255,526

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
2023	102-500731	Contracts for program services	92204117	$150,000	$0	$150,000
2024	102-500731	Contracts for program services	92204117	$1,513,563	$0	$1,513,563
2025	102-500731	Contracts for program services	92204117	$1,513,563	$0	$1,513,563
			Subtotal	$3,177,126	$0	$3,177,126

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
2024	102-500731	Contracts for program services	92204117	$1,536,551	$0	$1,536,551
2025	102-500731	Contracts for program services	92204117	$1,536,551	$0	$1,536,551
			Subtotal	$3,073,102	$0	$3,073,102

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2023	102-500731	Contracts for program services	92204117	$21,000	$0	$21,000
2024	102-500731	Contracts for program services	92204117	$919,625	$0	$919,625
2025	102-500731	Contracts for program services	92204117	$919,625	$0	$919,625
			Subtotal	$1,860,250	$0	$1,860,250

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
2023	102-500731	Contracts for program services	92204117	$29,000	$0	$29,000
2024	102-500731	Contracts for program services	92204117	$2,083,051	$0	$2,083,051
2025	102-500731	Contracts for program services	92204117	$2,083,051	$0	$2,083,051
			Subtotal	$4,195,102	$0	$4,195,102

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
2024	102-500731	Contracts for program services	92204117	$2,508,551	$0	$2,508,551
2025	102-500731	Contracts for program services	92204117	$2,508,551	$0	$2,508,551
			Subtotal	$5,017,102	$0	$5,017,102

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
2024	102-500731	Contracts for program services	92204117	$1,059,625	$0	$1,059,625
2025	102-500731	Contracts for program services	92204117	$1,059,625	$0	$1,059,625
			Subtotal	$2,119,250	$0	$2,119,250

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

Attachment A
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92204117	$1,041,563	$0	$1,041,563
2025	102-500731	Contracts for program services	92204117	$1,041,563	$0	$1,041,563
			Subtotal	$2,083,126	$0	$2,083,126

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
2023	102-500731	Contracts for program services	92204117	$1,008,000	$0	$1,008,000
2024	102-500731	Contracts for program services	92204117	$1,926,437	$0	$1,926,437
2025	102-500731	Contracts for program services	92204117	$1,926,437	$0	$1,926,437
			Subtotal	$4,860,874	$0	$4,860,874
		Total CMH Program Support		**$30,990,708**	**$0**	**$30,990,708**

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

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	074-500589	Grants for Pub Asst and Relief	92224120	$60,000	$0	$60,000
2025	074-500589	Grants for Pub Asst and Relief	92224120	$60,000	$0	$60,000
			Subtotal	$120,000	$0	$120,000

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
2023	074-500589	Grants for Pub Asst and Relief	92204120	$15,357	$0	$15,357
2024	074-500589	Grants for Pub Asst and Relief	92224120	$60,000	$0	$60,000
2025	074-500589	Grants for Pub Asst and Relief	92224120	$60,000	$0	$60,000
			Subtotal	$135,357	$0	$135,357

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
2024	074-500589	Grants for Pub Asst and Relief	92224120	$60,000	$0	$60,000
2025	074-500589	Grants for Pub Asst and Relief	92224120	$60,000	$0	$60,000
			Subtotal	$120,000	$0	$120,000

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
2024	074-500589	Grants for Pub Asst and Relief	92224120	$60,000	$0	$60,000
2025	074-500589	Grants for Pub Asst and Relief	92224120	$60,000	$0	$60,000
			Subtotal	$120,000	$0	$120,000
		Total Mental Health Block Grant		**$495,357**	**$0**	**$495,357**

05-95-92-922010-4121 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION (100% Other Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92204122	$10,000	$0	$10,000
2025	102-500731	Contracts for program services	92204122	$5,000	$0	$5,000
			Subtotal	$15,000	$0	$15,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92204122	$10,000	$0	$10,000
2025	102-500731	Contracts for program services	92204122	$5,000	$0	$5,000
			Subtotal	$15,000	$0	$15,000

Attachment A
Financial Details

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
2024	102-500731	Contracts for program services	92204122	$10,000	$0	$10,000
2025	102-500731	Contracts for program services	92204122	$5,000	$0	$5,000
			Subtotal	$15,000	$0	$15,000

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
2024	102-500731	Contracts for program services	92204122	$10,000	$0	$10,000
2025	102-500731	Contracts for program services	92204122	$5,000	$0	$5,000
			Subtotal	$15,000	$0	$15,000

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92204122	$10,000	$0	$10,000
2025	102-500731	Contracts for program services	92204122	$5,000	$0	$5,000
			Subtotal	$15,000	$0	$15,000

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
2024	102-500731	Contracts for program services	92204122	$10,000	$0	$10,000
2025	102-500731	Contracts for program services	92204122	$5,000	$0	$5,000
			Subtotal	$15,000	$0	$15,000

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
2024	102-500731	Contracts for program services	92204122	$10,000	$0	$10,000
2025	102-500731	Contracts for program services	92204122	$5,000	$0	$5,000
			Subtotal	$15,000	$0	$15,000

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
2024	102-500731	Contracts for program services	92204122	$10,000	$0	$10,000
2025	102-500731	Contracts for program services	92204122	$5,000	$0	$5,000
			Subtotal	$15,000	$0	$15,000

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
2024	102-500731	Contracts for program services	92204122	$10,000	$0	$10,000
2025	102-500731	Contracts for program services	92204122	$5,000	$0	$5,000
			Subtotal	$15,000	$0	$15,000

Attachment A
Financial Details

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
2024	102-500731	Contracts for program services	92204122	$10,000	$0	$10,000
2025	102-500731	Contracts for program services	92204122	$5,000	$0	$5,000
			Subtotal	$15,000	$0	$15,000
		Total Mental Health Data Collection		**$150,000**	**$0**	**$150,000**

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92102053 / 92102054	$605,091	$0	$605,091
2025	102-500731	Contracts for program services	92102053	$342,063	$0	$342,063
			Subtotal	$947,154	$0	$947,154

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92102053 / 92102054	$402,331	$0	$402,331
2025	102-500731	Contracts for program services	92102053	$397,031	$0	$397,031
			Subtotal	$799,362	$0	$799,362

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
2024	102-500731	Contracts for program services	92102053 / 92102054	$408,331	$0	$408,331
2025	102-500731	Contracts for program services	92102053	$403,031	$0	$403,031
			Subtotal	$811,362	$0	$811,362

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
2024	102-500731	Contracts for program services	92102053 / 92102054	$1,051,054	$0	$1,051,054
2025	102-500731	Contracts for program services	92102053	$788,026	$0	$788,026
			Subtotal	$1,839,080	$0	$1,839,080

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92102053 / 92102054	$341,363	$0	$341,363
2025	102-500731	Contracts for program services	92102053	$336,063	$0	$336,063
			Subtotal	$677,426	$0	$677,426

Attachment A
Financial Details

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
2024	102-500731	Contracts for program services	92102053 / 92102054	$1,051,054	$0	$1,051,054
2025	102-500731	Contracts for program services	92102053	$788,026	$0	$788,026
			Subtotal	$1,839,080	$0	$1,839,080

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
2024	102-500731	Contracts for program services	92102053 / 92102054	$653,326	$0	$653,326
2025	102-500731	Contracts for program services	92102053	$648,026	$0	$648,026
			Subtotal	$1,301,352	$0	$1,301,352

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
2024	102-500731	Contracts for program services	92102053 / 92102054	$605,091	$0	$605,091
2025	102-500731	Contracts for program services	92102053	$342,063	$0	$342,063
			Subtotal	$947,154	$0	$947,154

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
2024	102-500731	Contracts for program services	92102053 / 92102054	$408,331	$0	$408,331
2025	102-500731	Contracts for program services	92102053	$403,031	$0	$403,031
			Subtotal	$811,362	$0	$811,362

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
2024	102-500731	Contracts for program services	92102053 / 92102054	$467,363	$0	$467,363
2025	102-500731	Contracts for program services	92102053	$462,063	$0	$462,063
			Subtotal	$929,426	$0	$929,426
		Total System of Care		**$10,902,758**	**$0**	**$10,902,758**

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	644-504195	SGFSER SGF SERVICES	42105876	$5,310	$0	$5,310
2025	644-504195	SGFSER SGF SERVICES	42105876	$5,310	$0	$5,310
			Subtotal	$10,620	$0	$10,620

Attachment A
Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
2025	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
			Subtotal	$3,540	$0	$3,540

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
2024	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
2025	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
			Subtotal	$3,540	$0	$3,540

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
2024	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
2025	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
			Subtotal	$3,540	$0	$3,540

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
2024	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
2025	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
			Subtotal	$3,540	$0	$3,540

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
2025	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
			Subtotal	$3,540	$0	$3,540

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
2024	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
2025	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
			Subtotal	$3,540	$0	$3,540

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
2024	644-504195	SGFSER SGF SERVICES	42105876	$3,540	$0	$3,540
2025	644-504195	SGFSER SGF SERVICES	42105876	$3,540	$0	$3,540
			Subtotal	$7,080	$0	$7,080

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
2024	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
2025	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
			Subtotal	$3,540	$0	$3,540

Attachment A
Financial Details

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
2024	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
2025	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
			Subtotal	$3,540	$0	$3,540

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
2024	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
2025	644-504195	SGFSER SGF SERVICES	42105876	$1,770	$0	$1,770
			Subtotal	$3,540	$0	$3,540
		Total Child - Family Services		$46,020	$0	$46,020

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

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92201915	$43,828	$0	$43,828
			Subtotal	$43,828	$0	$43,828

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
2024	102-500731	Contracts for program services	92201915	$43,828	$0	$43,828
			Subtotal	$43,828	$0	$43,828

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
2024	102-500731	Contracts for program services	92201915	$43,828	$0	$43,828
			Subtotal	$43,828	$0	$43,828

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92201915	$43,829	$0	$43,829
			Subtotal	$43,829	$0	$43,829

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
2024	102-500731	Contracts for program services	92201915	$138,462	$0	$138,462
			Subtotal	$138,462	$0	$138,462

Attachment A
Financial Details

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
2024	102-500731	Contracts for program services	92201915	$43,829	$0	$43,829
			Subtotal	$43,829	$0	$43,829

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
2024	102-500731	Contracts for program services	92201915	$43,829	$0	$43,829
			Subtotal	$43,829	$0	$43,829
		Total CCBHC GRANT		$401,433	$0	$401,433

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES (97% Federal Funds, 3% General Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	074-500585	Grants for Pub Asst and Relief	92057502	$100,000	$0	$100,000
2025	074-500585	Grants for Pub Asst and Relief	92057502	$100,000	$0	$100,000
			Subtotal	$200,000	$0	$200,000
		Total BDAS		$200,000	$0	$200,000

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS (100% Federal Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	074-500589	Grants for Pub Asst and Relief	48108462	$35,000	$0	$35,000
2025	074-500589	Grants for Pub Asst and Relief	48108462	$35,000	$0	$35,000
			Subtotal	$70,000	$0	$70,000
		Total BEAS		$70,000	$0	$70,000

05-95-92-922010-2340 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT (100% Federal Funds)

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
2024	074-500585	Grants for Pub Asst and Relief	92202340	$183,115	$0	$183,115
			Subtotal	$183,115	$0	$183,115

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
2024	074-500585	Grants for Pub Asst and Relief	92202340	$183,417	$0	$183,417
			Subtotal	$183,417	$0	$183,417

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
2024	074-500585	Grants for Pub Asst and Relief	92202340	$139,117	$0	$139,117
			Subtotal	$139,117	$0	$139,117
		Total PROHEALTH NH GRANT		$505,649	$0	$505,649

Amendment Total Price for All Vendors	**$43,761,925**	**$0**	**$43,761,925**

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-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 Street Conway, NH 03818	
1.5 Contractor Phone Number (603) 447-3347	1.6 Account Number 05-95-92-922010-(4117, 4121, 1909) 05-95-92-921010-2053 05-95-42-421010-2958	1.7 Completion Date 6/30/2025	1.8 Price Limitation $3,365,852
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Suzanne Gaetjens-Oleson Date: 5/26/2023 C48E6678ED814D1...		1.12 Name and Title of Contractor Signatory Suzanne Gaetjens-Oleson Chief Executive Officer	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 5/30/2023 EBDD05B04C63442...		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 5/30/2023 74873484941466...			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS SGO
Date 5/26/2023

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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Contractor Initials
Date 5/26/2023

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 SGD

Date 5/26/2023

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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Contractor Initials SGO

Date 5/26/2023

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT A

Revisions to Standard Agreement 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 and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

   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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.3. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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
Mental Health Services

EXHIBIT B

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 1

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

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

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2. System of Care for Children's Mental Health

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. System of Care Grant (SoC) Activities with the New Hampshire Department of Education (NH DOE)

4.1. The Contractor shall participate in local comprehensive planning processes with the NH DOE, on topics and tools that include, but are not limited to:

4.1.1. Needs assessment.

4.1.2. Environmental scan.

4.1.3. Gaps analysis.

4.1.4. Financial mapping.

4.1.5. Sustainability planning.

4.1.6. Cultural linguistic competence plan.

4.1.7. Strategic communications plan.

4.1.8. SoC grant project work plan.

4.2. The Contractor shall participate in ongoing development of a Multi-Tiered System of Support for Behavioral Health and Wellness (MTS-B) within participating school districts.

4.3. The Contractor shall utilize evidence based practices (EBPs) that respond to identified needs within the community including, but not limited to:

4.3.1. MATCH-ADTC.

4.3.2. All EBPs chosen for grant project work that support participating school districts' MTS-B.

4.4. The Contractor shall maintain and strengthen collaborative, working relationships with participating school districts within the region which includes, but is not limited to:

4.4.1. Developing and utilizing a facilitated referral process.

4.4.2. Co-hosting joint professional development opportunities.

4.4.3. Identifying and responding to barriers to access for local families and youth.

4.5. The Contractor shall maintain an appropriate full time equivalent (FTE) staff who is a full-time, year-round School and Community Liaison. The Contractor shall:

4.5.1. Ensure the FTE staff is engaging on a consistent basis with each of the participating schools in the region in person or by remote access to support program implementation;

4.5.2. Hire additional staff positions to support effective implementation of a System of Care; and

4.5.3. Work with the identified school district; the Department; and the DOE to identify schools to be prioritized.

4.6. The Contractor shall provide appropriate supervisory, administrative and fiscal support to all project staff dedicated to SoC Grant Activities.

4.7. The Contractor shall designate staff to participate in locally convened District Community Leadership Team (DCLT) and all SoC Grant Activities-focused meetings, as deemed necessary by either NH DOE or the Department.

4.8. The Contractor shall actively participate in the SoC Grant Activities evaluation processes with the NH DOE, including collecting and disseminating qualitative and quantitative data, as requested by the Department.

4.9. The Contractor shall conduct National Outcomes Measures (NOMs) surveys on all applicable tier 3 supports and services to students and their families at the SoC grant project intervals, including baseline, 6 months and upon discharge.

4.10. The Contractor shall abide by all federal and state compliance measures and ensure SoC grant funds are expended on allowable activities and expenses, including, but not limited to a Marijuana (MJ) Attestation letter.

4.11. The Contractor shall maintain accurate records of all in-kind services from non-federal funds provided in support of SoC Grant Activities, in accordance with NH DOE guidance.

5. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)

5.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who

qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

5.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

5.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

6. Division for Children, Youth and Families (DCYF)

6.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

6.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

7. Crisis Services

7.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

7.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

7.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

7.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

7.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

7.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

7.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

7.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

7.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

7.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

7.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

7.7.2. One (1) peer.

7.7.3. Telehealth access, and on-call psychiatry, as needed.

7.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

7.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

7.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

7.10.1. The location of the crisis.

7.10.2. The safety plan either developed over the phone or on record from prior contact(s).

7.10.3. Any accommodations needed.

7.10.4. Treatment history of the individual, if known.

7.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

7.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

7.11.2. Does not fulfill emergency medication refills.

7.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

7.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

7.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

7.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

7.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

7.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

7.16.1. Face-to-face assessments.

7.16.2. Disposition and decision making.

7.16.3. Initial care and safety planning.

7.16.4. Post crisis and stabilization services.

7.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

7.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

7.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

7.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

7.19.1.1. In or at the individual's home.

7.19.1.2. Community settings.

7.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

7.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

7.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

7.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

7.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

7.19.6.1. Obtaining the individual's mental health history including, but not limited to:

7.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

7.19.6.1.2. Substance misuse.

7.19.6.1.3. Social, familial and legal factors;

7.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

7.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

7.19.6.4. Conducting a mental status exam; and

7.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

7.19.7.1. Staying in place with:

7.19.7.1.1. Stabilization services.

7.19.7.1.2. A safety plan.

7.19.7.1.3. Outpatient providers;

7.19.7.2. Stepping up to crisis stabilization services or apartments.

7.19.7.3. Admission to peer respite or step-up/step-down program.

7.19.7.4. Admission to a crisis apartment.

7.19.7.5. Voluntary hospitalization.

7.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

7.19.7.7. Medical hospitalization.

7.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

7.20.1. Promoting recovery.

7.20.2. Building upon life, social and other skills.

7.20.3. Offering support.

7.20.4. Reviewing crisis and safety plans.

7.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

7.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

7.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

7.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

7.21.3. Provided in the individual and family home, if requested by the individual;

7.21.4. Implemented using methods that include, but are not limited to:

7.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

7.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

7.21.4.2.1. Cognitive Behavior Therapy (CBT).

7.21.4.2.2. Dialectical Behavior Therapy (DBT).

7.21.4.2.3. Solution-focused therapy.

7.21.4.2.4. Developing concrete discharge plans.

7.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

7.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

7.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

7.22.1. Ensure outreach and educational activities may include, but are not limited to:

7.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

7.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

7.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

7.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

7.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

7.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

7.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

7.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

7.22.2.4. Coordinating with homeless outreach services.

7.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

7.23.1. Determine availability of the Rapid Response Teams;

7.23.2. Facilitate response of dispatched teams; and

7.23.3. Resolve the immediate crisis episode.

7.24. The Contractor shall maintain connection to the designated resource tracking system.

7.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

7.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

7.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

7.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

7.26.2.1. Number of unique individuals who received services.

7.26.2.2. Date and time of mobile arrival; and

7.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

7.26.3.1. Diversions from hospitalizations.

7.26.3.2. Diversions from Emergency Rooms.

7.26.3.3. Services provided.

7.26.3.4. Location where services were provided.

7.26.3.5. Length of time service or services provided.

7.26.3.6. Whether law enforcement was involved for safety reasons.

7.26.3.7. Whether law enforcement was involved for other reasons.

7.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

7.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

7.26.3.10. Outcome of service provided, which may include but is not limited to:

7.26.3.10.1. Remained in home.

7.26.3.10.2. Hospitalization.

7.26.3.10.3. Crisis stabilization services.

7.26.3.10.4. Crisis apartment.

7.26.3.10.5. Emergency department.

7.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

8. Adult Assertive Community Treatment (ACT) Teams

8.1. The Contractor shall maintain one (1) full Adult ACT Team in Carroll County and two (2) Mini Adult ACT Teams in the Berlin and Littleton locations that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

8.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

8.1.2. The Carroll County Adult ACT Team is composed of seven (7) to twelve (12) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent certified peer specialist;

8.1.3. The Carroll County Adult ACT Team includes an individual trained to provide substance misuse support services including competency in providing co-occurring groups and individual sessions, and supported employment;

8.1.4. Caseloads for Carroll County Adult ACT Team serve no more than ten (10) individuals per Carroll County Adult ACT Team member, excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department;

8.1.5. Berlin Mini Adult ACT Team shall consist of 1: 6.5 or more dedicated staff; and

8.1.6. Littleton Mini Adult ACT Team shall consist of 1: 5.4 or more dedicated staff.

8.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

8.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

8.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

8.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

8.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

8.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

8.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day

appointment with an Adult ACT Team member upon date of discharge.

8.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

8.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

8.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

8.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

8.4.4. Make a referral for an ACT assessment within (7) days of:

8.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

8.4.4.2. An individual being referred for an ACT assessment;

8.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

8.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

8.4.6.1. Extended hospitalization or incarceration.

8.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

8.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

8.4.7.1. To exceed caseload size requirements; or

8.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

9. Evidence-Based Supported Employment

9.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

9.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

9.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

9.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

9.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

9.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

9.6.1. Job development.

9.6.2. Work incentive counseling.

9.6.3. Rapid job search.

9.6.4. Follow along supports for employed individuals.

9.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

9.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

9.7.1. Work with the Department to identify solutions to meet the demand for services; and

9.7.2. Implement such solutions within 45 days.

9.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9.9. The Contractor shall ensure SE staff receive:

9.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

9.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

10. Coordination of Care from Residential or Psychiatric Treatment Facilities

10.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

10.1.1. Designate a different liaison for individuals being served through their children's services.

10.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

10.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

10.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

10.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

10.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals

who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

10.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

10.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

10.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

10.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

11. Coordinated Care and Integrated Treatment

11.1. Primary Care

11.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

11.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

11.1.2.1. Monitor health;

11.1.2.2. Provide medical treatment as necessary; and

11.1.2.3. Engage in preventive health screenings.

11.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

11.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

11.2. Substance Misuse Treatment, Care and/or Referral

11.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

11.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

11.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

11.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

11.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

11.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

11.3. Peer Supports

11.3.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

11.3.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore

treatment engagement and connections with natural supports.

11.3.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

11.3.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

11.4. Transition of Care with MCO's

11.4.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

12. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)

12.1. The Contractor shall participate in CCBHC planning activities that include:

12.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

12.1.2. Attending two (2) learning communities on a monthly basis;

12.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

12.1.4. Meeting monthly with planning consultant for technical assistance.

13. Deaf Services

13.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

13.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

13.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

13.4. The Contractor shall ensure services are person-directed, which may result in:

13.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

13.4.2. Care being shared across the regions; or

13.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

14. CANS/ANSA or Other Approved Assessment

14.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

14.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

14.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

14.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

14.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

14.3.1. Utilized to develop an individualized, person-centered treatment plan;

14.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

14.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

14.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

14.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

14.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

14.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

14.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

15. Pre-Admission Screening and Resident Review

15.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

15.2. Upon request by the Department, the Contractor shall:

15.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

15.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

15.2.2.1. Requires nursing facility care; and

15.2.2.2. Has active treatment needs.

16. Application for Other Services

16.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

16.1.1. Medicaid.

16.1.2. Medicare.

16.1.3. Social Security Disability Income.

16.1.4. Veterans Benefits.

16.1.5. Public Housing.

16.1.6. Section 8 Subsidies.

16.1.7. Child Care Scholarship.

17. Community Mental Health Program (CMHP) Status

17.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

17.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested

by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

18. Quality Improvement

18.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

18.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

18.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

18.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

18.3.1. Submit all required information in a format provided by the Department or contracted vendor;

18.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

18.3.3. Support all efforts of the Department to conduct the survey;

18.3.4. Promote survey participation of individuals sampled to participate; and

18.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

18.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

18.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

19. Maintenance of Fiscal Integrity

19.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

19.1.1. Balance Sheet;

19.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

19.1.2.1. All revenue sources and expenditures; and

19.1.2.2. A budget column allowing for budget to actual analysis;

19.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

19.1.3.1. All revenue sources and all related expenditures for the Program; and

19.1.3.2. A budget column allowing for budget to actual analysis; and

19.1.4. Cash Flow Statement.

19.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

19.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

19.3.1. Days of Cash on Hand:

19.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

19.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

19.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

19.3.2. Current Ratio:

19.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

19.3.2.2. Formula: Total current assets divided by total current liabilities.

19.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

19.3.3. Debt Service Coverage Ratio:

19.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

19.3.3.2. Definition: The ratio of net income to the year to date debt service.

19.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

19.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

19.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

19.3.4. Net Assets to Total Assets:

19.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

19.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

19.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

19.3.4.4. Source of Data: The Contractor's monthly financial statements.

19.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

19.4. In the event that the Contractor does not meet either:

19.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

19.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

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19.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

19.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

19.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

19.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

19.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

19.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

19.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

19.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

20. Reduction or Suspension of Funding

20.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

20.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

20.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

20.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

20.3.2. Crisis services for all individuals.

20.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

20.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

21. Elimination of Programs and Services by Contractor

21.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

21.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

21.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

21.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

21.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

21.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

22. Data Reporting

22.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

22.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

22.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

22.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

22.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

22.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

22.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

22.6.2. Ensuring data files and records are consistent with reporting specification requirements.

22.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

22.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

22.6.5. Participating in Departmental efforts for system-wide data quality improvement.

22.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

22.6.6.1. All data is formatted in accordance with the file specifications;

22.6.6.2. No records will reject due to illegal characters or invalid formatting; and

22.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

22.7. The Contractor shall meet the following standards:

22.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

22.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 23.8.

22.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

22.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

22.8.1. The waiver length shall not exceed 180 days.

22.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

22.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

22.8.4. Failure of the Contractor to implement the plan may require:

22.8.4.1. Another plan; or

22.8.4.2. Other remedies, as specified by the Department.

23. Privacy Impact Assessment

23.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

23.1.1. How PII is gathered and stored;

23.1.2. Who will have access to PII;

23.1.3. How PII will be used in the system;

23.1.4. How individual consent will be achieved and revoked; and

23.1.5. Privacy practices.

23.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 1.30% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.2. 98.25% General funds.
   1.3. .45% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. 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 noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

Program to be Funded	SFY2024 Amount	SFY2025 Amount	TOTALS
Div. for Children Youth and Families (DCYF) Consultation	$ 5,310.00	$ 5,310.00	$ 10,620.00
Rapid Response Crisis Services	$ 993,188.00	$ 993,188.00	$ 1,986,376.00
Assertive Community Treatment Team (ACT) - Adults	$ 480,000.00	$ 480,000.00	$ 960,000.00
ACT Enhancement Payments	$ 12,500.00	$ 12,500.00	$ 25,000.00
Behavioral Health Services Information System (BHSIS)	$ 10,000.00	$ 5,000.00	$ 15,000.00
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	$ 5,000.00	$ 5,000.00	$ 10,000.00
Rehabilitation for Empowerment, Education and Work (RENEW)	$ 6,000.00	$ 6,000.00	$ 12,000.00
General Training Funding	$ 5,000.00	$ 5,000.00	$ 10,000.00
System Upgrade Funding	$ 15,000.00	$ 15,000.00	$ 30,000.00
System of Care 2.0	$ 263,028.00	$ -	$ 263,028.00
Community Behavioral Health Clinic (Stipends)	$ 43,828.00	$ -	$ 43,828.00
Total	$ 1,838,854.00	$ 1,526,998.00	$ 3,365,852.00

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of $73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

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7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL REIMBURSEMENT
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	$480,000
ACT Enhancements	1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment. OR 2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures.	$12,500

7.6. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL REIMBURSEMENT
$2,500	$250/Person X 10 People = $2,500	$5,000

7.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs

7.9. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.10. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.11. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

School Liaison and Supervisory Positions & Benefits	$130,000.00
Program Staff Travel	$12,075.00
Program Office Supplies, Copying and Postage	$8,700.00
Implementation Science and MATCH-ADTC Training for CMHC staff	$7,500.00

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Professional development for CMHC staff in support of grant goals and deliverables	$30,000.00
Expenses incurred in the delivery of services not supported by Medicaid, private insurance, or other source	$60,000.00
Indirect Costs (not to exceed 6%)	$14,753.00
Total	**$263,028.00**

7.12. Certified Community Behavioral Health Clinic (CCBHC) Planning:

7.12.1. The Contractor shall participate in CCBHC planning activities that include co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant; attend two (2) learning communities on a monthly basis; complete the CCBHC self-assessment tool as defined by the department; meet monthly with planning consultant for technical assistance. Funds are available through March 30, 2024.

7.13. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

8.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

8.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

9. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

9.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

9.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

9.3. Identifies and requests payment for allowable costs incurred in the previous month.

9.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

9.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

9.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

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

10. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

11. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

13.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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

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

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

13.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the

Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

13.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

13.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Northern Human Services	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2023-6/30/2024	
Indirect Cost Rate (if applicable)	0.100000222	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$671,000	$30,000
2. Fringe Benefits	$195,500	$10,000
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$1,500	$200
6. Travel	$3,510	$400
7. Software	$9,000	$1,000
8. (a) Other - Marketing/ Communications	$4,000	$400
8. (b) Other - Education and Training	$1,900	$200
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$9,500	$900
Other (please specify)	$5,000	$500
Other (please specify)	$1,988	$200
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$902,898	$43,800
Total Indirect Costs	$90,290	$4,380
TOTAL	$993,188	$48,180

Contractor: DS SGD

Date: 5/26/2023

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Northern Human Services	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2024-6/30/2025	
Indirect Cost Rate (if applicable)	0.100000222	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$671,000	$30,000
2. Fringe Benefits	$195,500	$10,000
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$1,500	$200
6. Travel	$3,510	$400
7. Software	$9,000	$1,000
8. (a) Other - Marketing/ Communications	$4,000	$400
8. (b) Other - Education and Training	$1,900	$200
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$9,500	$900
Other (please specify)	$5,000	$500
Other (please specify)	$1,988	$200
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$902,898	$43,800
Total Indirect Costs	$90,290	$4,380
TOTAL	$993,188	$48,180

Contractor: DS SGO

SS-2024-DBH-01-MENTA-01

Date: 5/26/2023

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 SGD

Date 5/26/2023

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

DocuSigned by:
Suzanne Gaetjens-Oleson
040E0020FD014B1...

5/26/2023
Date

Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

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

5/26/2023
Date

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

DS
SGO
Vendor Initials
5/26/2023
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Contractor Initials SGA (DS)

Date 5/26/2023

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name: Northern Human Services

5/26/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
C48E6078E8814B1...
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

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

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

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

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

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

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

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

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

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

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

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

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

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

DS
SGD

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Northern Human Services

5/26/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
C4E230780E884B1...
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Northern Human Services

5/26/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
C40C0070CB014B1...
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

DS
SGO
Contractor Initials
5/26/2023
Date

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.

Contractor Initials SGO

Date 5/26/2023

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
Katja S. Fox	Suzanne Gaetjens-Oleson
Name of Authorized Representative	Name of Authorized Representative
Director	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
5/30/2023	5/26/2023
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 (UEI #)
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

5/26/2023
Date

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

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 UEI (SAM.gov) number for your entity is: C12LWJKRHJM7

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

   ___X___ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

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

5. "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.

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

7. "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.

8. "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.

9. "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.

10. "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.

11. "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. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to 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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data 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 Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
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 Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential 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 Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, 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 Confidential Data.

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 DHHS 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 DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire 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 DHHS.

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 Confidential Data or 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 Confidential 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 Confidential 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, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    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.

DS

SGD

Contractor Initials _____

5/26/2023

Date _____

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

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0006196920**

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. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Northern Human Services
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 23, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 5/26/23

Madelene Costello
Signature of Elected Officer
Name: Madelene Costello
Title: President

DocuSign Envelope ID: 3B4D2957-22D5-46B0-A854-95B2BAF832E4

NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/06/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer 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			PHPK2399376	03/31/2023	03/31/2024	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			PHPK2535754	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X 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			PHUB857366	03/31/2023	03/31/2024	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X 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	Entity Prof Liab			PHPK2399376	03/31/2023	03/31/2024	1,000,000/3,000,000	
A	Hys Prof Liab			PHPK2399376	03/31/2023	03/31/2024	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.

Mid-Level and Allied Health staff share in the limits of Insurance of the Entity.

Physicians have their own separate $1M/$3M limits of insurance, and do not share in the entity Limits of Insurance.

Evidence of Insurance.

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

DGSZP

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NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/13/2023

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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 : NH Employers Insurance Company	13083
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:**

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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 $							$
A	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		ECC60040004322022A	09/30/2022	09/30/2023	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 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

CASCA

Statement of Mission

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

Statement of Vision

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

Financial Statements

NORTHERN HUMAN SERVICES, INC.

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

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2021 AND 2020

TABLE OF CONTENTS

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.

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

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

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

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

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

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

Continued

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

Continued

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

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

Continued

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

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

Continued

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

Continued

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

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.

Accounts Receivable

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

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

Property and Depreciation

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

Vehicles	5 – 10 years
Equipment	3 – 10 years

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

Investments

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

Accrued Earned Time

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

Refundable Advances

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

Program Service Fee Revenue

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

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

Advertising
The Organization expenses advertising costs as incurred.

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

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.

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.

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.

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

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

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

	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

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

	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)

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

	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

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

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

	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

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

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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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.

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.

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

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.

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

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.

NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

			Office	Home	Term
Officers:	Madelene Costello, President				10.22 - 10.24
	Dorothy Borchers, Vice President				10.22 - 10.24
	James Salmon, Treasurer				10.21 - 10.23
	Georgia Caron, Secretary (5.9.23 interim until 9.5.23 nominations)				
Staff:	Suzanne Gaetjens-Oleson, CEO		447-8137		
	Shawn Bromley, CFO		447-8022		
	Susan Wiggin, CEO Assistant		447-8018		
	Kassie Eafrati, COO, Mental Health		752-7404		
	Liz Charles, COO, Developmental Services		447-8010		
	The Mental Health Center	Donald Bazzell	752-7404		
	3 Twelfth St., Berlin 03570	Director of BH			
Term Expires	Community Services Center	Lynn Johnson	752-1005		
	69 Willard St., Berlin 03570	Director of DS			
'25	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			
'26	Georgia Caron, [redacted]				5/23
	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
'25	Troy Merner, [redacted]				5/22

Executive Committee: M. Costello, Dorothy Borchers, Jim Salmon, Georgia Caron, S. Michaud, M. McClellan, S. Gaetjens-Oleson

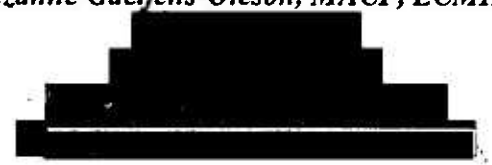
Finance Committee J. Salmon, M. McClellan, S. Michaud, D. Borchers, M. Costello, Shawn Bromley, S. Gaetjens-Oleson
Program Committee: M. McClellan, M. Costello, Julie Brosak, Georgia Caron, L. Charles, K. Eafrati

*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, 4.21.22, 6.13.22, 8.1.22, 10/22, 5/23

Suzanne Gaetjens-Oleson, MACP, LCMHC



Educational History:

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

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

Employment History:

Chief Executive Officer, Northern Human Services, December 2021-present Assists in the formulation of policy by proposing policy to the boards, interprets and implements policy throughout corporations prepares and presents essential reports to the boards facilitating their effective governance to include: financial, personnel, operational, quality assessment, program evaluation, etc., Maintain an effective and efficient organizational structure, prepares short and long-term plans and presents such to the boards for approval, maintain knowledge of state-of-the-art practices in core services offered by the corporations, represent the interests of the corporations in legislative hearings, state wide and local meetings, maintain compliance with applicable federal, state and local laws, rules and regulations

Regional Mental Health Administrator, Operations, Northern Human Services, May 2013-present Direct the regional management, operations and provision of services to individuals with mental illness and substance abuse in accordance with Agency Policy, federal and state laws and regulations. Responsible for overseeing compliance efforts in the Agency, and the members of the Quality Improvement and Compliance Team. Responsible for overseeing the Electronic Medical Record team and leading the agencies efforts to comply with Meaningful Use Requirements. Oversee program development and implementation as directed by the CEO. Work with Area Directors to ensure that all contract requirements are met. Represent NHS on the NCHC board.

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

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

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

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

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

Continuing Education Experiences:

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

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

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

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

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

References Available Upon Request

Shawn Maria Bromley
[redacted]

EDUCATION

2015-January 2017	Master of Business Administration Specialty: Project Management	Van Loan/Endicott College	Beverly, MA
1999 - 2000	Accounting Class (MBA)	Babson College	Wellesley, MA
1983 - 1987	Bachelor of Fine Arts (Graphics)	Boston University	Boston, MA
2010-Current	AHIMA - Certified Coding Associate (CCA) AHIMA - Webinar Presenter (Risk Adjustment & Telehealth)		

PROFESSIONAL EXPERIENCE

July 2022 – Present **Northern Human Services & Shallow River Properties** Conway, NH
Chief Financial Officer

- Develops financial well-being of the organization by providing financial projections and accounting services, preparing growth plans, and directing staff.
- Monitors financial performance by measuring and analyzing results, initiating corrective actions, and minimizing the impact of variances.
- Maximizes return on invested funds by identifying investment opportunities and maintaining relationships with the investment community.
- Reports financial status by developing forecasts, reporting results, analyzing variances, and developing improvements.
- Accomplishes finance human resource strategies by determining accountabilities; communicating and enforcing values, policies, and procedures; implementing recruitment, selection, orientation, training, coaching, counseling, disciplinary, and communication programs; planning, monitoring, appraising, and reviewing job contributions; and planning and reviewing compensation strategies.
- Establishes finance operational strategies by evaluating trends; establishing critical measurements; determining production, productivity, quality, and customer-service strategies; designing systems; accumulating resources; resolving problems; and implementing change.
- Develops organization prospects by studying economic trends and revenue opportunities; projecting acquisition and expansion prospects; analyzing organization operations; identifying opportunities for improvement, cost reduction, and systems enhancement; and accumulating capital to fund expansion.

October 2018 – July 2022 **Northeast Physician Hospital Organization (NEPHO)** Beverly, MA
Director of Contracting and Operations

- Developed and implemented a Coding Task Force that works directly with providers and practices to increase overall risk score. The Coding Task Force reviews payer related data that is driven by diagnosis coding across the organization. Coding education focus is driven by gaps identified within claims data collection.
- Developed monthly coding and billing webinars that provided information related to current coding and billing on a state and national level.
- Provider risk adjustment diagnosis capture education and Evaluation and Management education and provider focused audits.
- Working with 9 practices to ensure accuracy in Risk Adjustment coding capture on an annual basis.

Shawn Maria Bromley
[redacted]

- Awarded $33,500 for the HPHC Quality Grant funding for 2019-2020 that supported a Telehealth Pilot Program.
- Managed the Telehealth application process for the Federal Communications Commission (FCC) COVID 19 funding opportunity.
- Lead the implementation of Telehealth across the NEPHO organization during the COVID 19 crisis.
- Developed and lead the NEPHO Telehealth Committee.
- Working with NEPHO practices and providers to ensure a sustainable telehealth program is implemented that is HIPAA compliant.
- Oversee NEPHO organization daily operations that include; financial, staffing needs, meeting scheduling, team building, project management, coding education and auditing, physician practice needs, provider requests on an Ad Hoc basis.
- Research Medicare/Medicaid and Commercial payer guidelines to ensure accurate regulatory guidance to providers.
- Manage a team of 4 direct reports and 10 indirect reports.

May 2018 – September 2018 **Steward Medical Group** Watertown, MA
Auditor/Educator Professional Services

- Educated all new provider hires to ensure an understanding of coding and billing requirements for Evaluation and Management services.
- Audited all new providers for Evaluation and Management services for primary care and specialty focus.
- Helped worked NCCI edits that were based off LCD and NCD requirements.

May 2017 – May 2018 **Commonwealth Care Alliance** Boston, MA
Reimbursement Analyst

- Chair, Payment Policy Committee – Developed all provider focused payment policies.
- Researched Medicare and Medicaid guidelines to ensure accurate regulatory guidance to help support the development of payment policies that drove reimbursement.
- Work directly with the Committee that consists of Leadership from Business Intelligence, Claims, Provider Relations, Legal, Member Services, Contracting and Clinical. The Committee met on a regular basis to address and discuss business decisions necessary to payment policy development.
- Managed the Medicare and Medicaid regulatory database for the claims department.
- Work directly with the billing vendor to ensure all regulatory notices were being reviewed, discussed requirements and implemented guidance in a timely manner to ensure compliance standards were followed.
- Research included coding and billing requirements related to Outpatient, Inpatient, Home Health, SNF, Hospice and Durable Medical Equipment Services
- Managed and reviewed all Individual Consideration and Unlisted coding denials.
- Worked on the implementation of the NCCI edit project that supported the claims scrubber system.
- Helped developed standardized claims review that helped better manage reimbursement and denial recovery.

Shawn Maria Bromley
[redacted]

2014 – April 2017 **North Shore Medical Center – Partners Healthcare** Salem, MA
Partners Coding Supervisor (Facility & Professional)

- EPIC Implementation – Lead the E Care workflow development, provided current and future workflow state that included coding process review for Inpatient, Emergency Room, Ambulatory/Ancillary & Surgical service areas
- Managed 18 coders with the North Shore Medical Center coding department
- Oversaw and managed workflow for offsite coders – 5 NSMC coders & 7 Contract coders
- Managed daily workflow operations across the NSMC Coding Department
- Helped to code and managed workflow for Emergency Room professional and facility coding
- Interpreted and applied Medicare and Private Insurance policy guidelines to help ensure accurate coding
- Managed all department coding edits and denials to ensure accurate revenue capture across all hospital services
- Committee member on the Medical Cosmetic Committee that focused on accurate coding and billing for Cosmetic services to ensure compliance and revenue capture
- Super User in EPIC Training and Education – EPIC Implementation Focus Group
- Assisted with efforts to streamline revenue cycle operations within the North Shore Medical Center
- Helped to optimize the reimbursement process that includes; verify compliance accuracy related to diagnosis and procedure coding, follow CMS guidelines related to documentation requirements and helped to manage timely billing process to ensure timely filing

2009 – May 2014 **Beth Israel Deaconess Medical Center** Boston, MA
Coding and Compliance Manager & Auditor – Cardiology (Professional)

- Managed 3 coders and 1 billing coordinator
- Managed coding and billing for Boston and 6 Offsite Cardiology locations
- Direct and oversaw ongoing Physician, Fellow and Nurse Practitioner education
- Interpreted and applied Medicare and Beth Israel Deaconess Medical Center billing and compliance guidelines for divisional procedures and operational workflows
- Assisted with efforts to streamline revenue cycle process across the Cardiology department for all locations
- Audited and analyzed medical records documentation for Inpatient, Outpatient, Electrophysiology, Catheterizations, and Cardiovascular testing
- Ensured all coding and billing meet department and Medicare compliance guidelines
- Verified accurate coding for all E&M level coding within the Cardiology Emergency Room Department and Outpatient Clinics
- Provided feedback for all root-cause billing delinquencies to appropriate departments

Kassie Marie Eafrati
[redacted]

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, COO, MH, 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

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

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Suzanne Gaetjens-Oleson	CEO	$0
Shawn Bromley	CFO	$0
Kassie Eafrati	COO-MH	$0

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-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. DBA West Central Behavioral Health		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon, NH 03766	
1.5 Contractor Phone Number (603) 448-0126	1.6 Account Number 05-95-92-922010-(4117,412) 05-95-92-921010-2053 05-95-42-421010-2958	1.7 Completion Date 6/30/2025	1.8 Price Limitation $3,073,428
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Roger Osmun 0A8DB34CB432473... Date: 5/23/2023		1.12 Name and Title of Contractor Signatory Roger Osmun President and CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C03442... Date: 5/24/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734b4d3d1400... On: 5/24/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS RO
Date 5/23/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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Date 5/23/2023

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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Date 5/23/2023

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT A

Revisions to Standard Agreement 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 and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 2.

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

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

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2. System of Care for Children's Mental Health

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. Division for Children, Youth and Families (DCYF)

4.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

4.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

5. Crisis Services

5.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

5.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

5.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

5.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

5.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

5.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

5.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

5.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

5.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

5.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

5.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

5.7.2. One (1) peer.

5.7.3. Telehealth access, and on-call psychiatry, as needed.

5.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

5.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

5.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response

Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

5.10.1. The location of the crisis.

5.10.2. The safety plan either developed over the phone or on record from prior contact(s).

5.10.3. Any accommodations needed.

5.10.4. Treatment history of the individual, if known.

5.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

5.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

5.11.2. Does not fulfill emergency medication refills.

5.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

5.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

5.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

5.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

5.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

5.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

5.16.1. Face-to-face assessments.

5.16.2. Disposition and decision making.

5.16.3. Initial care and safety planning.

5.16.4. Post crisis and stabilization services.

5.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

5.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

5.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

5.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

5.19.1.1. In or at the individual's home.

5.19.1.2. Community settings.

5.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

5.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

5.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

5.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

5.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

5.19.6.1. Obtaining the individual's mental health history including, but not limited to:

5.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

5.19.6.1.2. Substance misuse.

5.19.6.1.3. Social, familial and legal factors;

5.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

5.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

5.19.6.4. Conducting a mental status exam.

5.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

5.19.7.1. Staying in place with:

5.19.7.1.1. Stabilization services.

5.19.7.1.2. A safety plan.

5.19.7.1.3. Outpatient providers;

5.19.7.2. Stepping up to crisis stabilization services or apartments.

5.19.7.3. Admission to peer respite or step-up/step-down program.

5.19.7.4. Admission to a crisis apartment.

5.19.7.5. Voluntary hospitalization.

5.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

5.19.7.7. Medical hospitalization.

5.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

5.20.1. Promoting recovery.

5.20.2. Building upon life, social and other skills.

5.20.3. Offering support.

5.20.4. Reviewing crisis and safety plans.

5.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

5.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

5.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

5.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

5.21.3. Provided in the individual and family home, if requested by the individual;

5.21.4. Implemented using methods that include, but are not limited to:

5.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

5.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

5.21.4.2.1. Cognitive Behavior Therapy (CBT).

5.21.4.2.2. Dialectical Behavior Therapy (DBT).

5.21.4.2.3. Solution-focused therapy.

5.21.4.2.4. Developing concrete discharge plans.

5.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

5.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

5.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

5.22.1. Ensure outreach and educational activities may include, but are not limited to:

5.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

5.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

5.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

5.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

5.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

5.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

5.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

5.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

5.22.2.4. Coordinating with homeless outreach services.

5.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

5.23.1. Determine availability of the Rapid Response Teams;

5.23.2. Facilitate response of dispatched teams; and

5.23.3. Resolve the immediate crisis episode.

5.24. The Contractor shall maintain connection to the designated resource tracking system.

5.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

5.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

5.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

5.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

5.26.2.1. Number of unique individuals who received services.

5.26.2.2. Date and time of mobile arrival; and

5.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

5.26.3.1. Diversions from hospitalizations.

5.26.3.2. Diversions from Emergency Rooms.

5.26.3.3. Services provided.

5.26.3.4. Location where services were provided.

5.26.3.5. Length of time service or services provided.

5.26.3.6. Whether law enforcement was involved for safety reasons.

5.26.3.7. Whether law enforcement was involved for other reasons.

5.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

5.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

5.26.3.10. Outcome of service provided, which may include but is not limited to:

5.26.3.10.1. Remained in home.

5.26.3.10.2. Hospitalization.

5.26.3.10.3. Crisis stabilization services.

5.26.3.10.4. Crisis apartment.

5.26.3.10.5. Emergency department.

5.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

6. Adult Assertive Community Treatment (ACT) Teams

6.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

6.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

6.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

6.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

6.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

6.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

6.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

6.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

6.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

6.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

6.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services

for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

6.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

6.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

6.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

6.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

6.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

6.4.4. Make a referral for an ACT assessment within (7) days of:

6.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

6.4.4.2. An individual being referred for an ACT assessment;

6.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

6.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

6.4.6.1. Extended hospitalization or incarceration.

6.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

6.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

6.4.7.1. To exceed caseload size requirements; or

6.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

7. Evidence-Based Supported Employment

7.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

7.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

7.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

7.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

7.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

7.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

7.6.1. Job development.

7.6.2. Work incentive counseling.

7.6.3. Rapid job search.

7.6.4. Follow along supports for employed individuals.

7.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

7.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

7.7.1. Work with the Department to identify solutions to meet the demand for services; and

7.7.2. Implement such solutions within 45 days.

7.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

7.9. The Contractor shall ensure SE staff receive:

7.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

7.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

8. Coordination of Care from Residential or Psychiatric Treatment Facilities

8.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

8.1.1. Designate a different liaison for individuals being served through their children's services.

8.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

8.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

8.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

8.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

8.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests

an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

8.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

8.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

8.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

8.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

9. Coordinated Care and Integrated Treatment

9.1. Primary Care

9.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

9.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

9.1.2.1. Monitor health;

9.1.2.2. Provide medical treatment as necessary; and

9.1.2.3. Engage in preventive health screenings.

9.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

9.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

9.2. Substance Misuse Treatment, Care and/or Referral

9.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

9.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

9.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

9.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

9.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

9.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

9.3. Area Agencies

9.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

9.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

9.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

9.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

9.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

9.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;

9.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

9.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

9.4. Peer Supports

9.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

9.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore

treatment engagement and connections with natural supports.

9.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

9.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

9.5. Transition of Care with MCO's

9.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

10. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)

10.1. The Contractor shall participate in CCBHC planning activities that include:

10.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

10.1.2. Attending two (2) learning communities on a monthly basis;

10.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

10.1.4. Meeting monthly with planning consultant for technical assistance.

10.2. Certified Community Behavioral Health Clinic (CCBHC) Planning:

10.2.1. The Contractor shall allocate time (up to 0.5FTE) for the Contractor's assigned staff, as approved by the Department, to work with DHHS to co-lead and implement CCBHC workgroups, assist with the development of quality activities and designation standards and processes.

11. Deaf Services

11.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

11.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

11.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

11.4. The Contractor shall ensure services are person-directed, which may result in:

11.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

11.4.2. Care being shared across the regions; or

11.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

12. CANS/ANSA or Other Approved Assessment

12.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

12.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

12.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

12.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

12.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

12.3.1. Utilized to develop an individualized, person-centered treatment plan;

12.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

12.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

12.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

12.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

12.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

12.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

12.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

13. Pre-Admission Screening and Resident Review

13.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

13.2. Upon request by the Department, the Contractor shall:

13.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

13.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

13.2.2.1. Requires nursing facility care; and

13.2.2.2. Has active treatment needs.

14. Application for Other Services

14.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

14.1.1. Medicaid.

14.1.2. Medicare.

14.1.3. Social Security Disability Income.

14.1.4. Veterans Benefits.

14.1.5. Public Housing.

14.1.6. Section 8 Subsidies.

14.1.7. Child Care Scholarship.

15. Community Mental Health Program (CMHP) Status

15.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

15.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

16. Quality Improvement

16.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

16.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

16.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

16.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

16.3.1. Submit all required information in a format provided by the Department or contracted vendor;

16.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

16.3.3. Support all efforts of the Department to conduct the survey;

16.3.4. Promote survey participation of individuals sampled to participate; and

16.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

16.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

16.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

17. Maintenance of Fiscal Integrity

17.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

17.1.1. Balance Sheet;

17.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

17.1.2.1. All revenue sources and expenditures; and

17.1.2.2. A budget column allowing for budget to actual analysis;

17.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

17.1.3.1. All revenue sources and all related expenditures for the Program; and

17.1.3.2. A budget column allowing for budget to actual analysis; and

17.1.4. Cash Flow Statement.

17.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

17.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

17.3.1. Days of Cash on Hand:

17.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

17.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature

within three (3) months and should not include common stock.

17.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

17.3.2. Current Ratio:

17.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

17.3.2.2. Formula: Total current assets divided by total current liabilities.

17.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

17.3.3. Debt Service Coverage Ratio:

17.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

17.3.3.2. Definition: The ratio of net income to the year to date debt service.

17.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

17.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

17.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

17.3.4. Net Assets to Total Assets:

17.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

17.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

17.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

17.3.4.4. Source of Data: The Contractor's monthly financial statements.

17.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

17.4. In the event that the Contractor does not meet either:

17.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

17.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

17.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

17.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

17.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

17.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

17.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

17.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

17.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

17.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

18. Reduction or Suspension of Funding

18.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

18.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

18.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

18.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

18.3.2. Crisis services for all individuals.

18.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

18.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

19. Elimination of Programs and Services by Contractor

19.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

19.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

19.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

19.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

19.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

19.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

20. Data Reporting

20.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

20.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

20.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

20.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

20.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

20.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

20.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

20.6.2. Ensuring data files and records are consistent with reporting specification requirements.

20.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

20.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

20.6.5. Participating in Departmental efforts for system-wide data quality improvement.

20.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

20.6.6.1. All data is formatted in accordance with the file specifications;

20.6.6.2. No records will reject due to illegal characters or invalid formatting; and

20.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

20.7. The Contractor shall meet the following standards:

20.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

20.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 21.8.

20.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

20.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

20.8.1. The waiver length shall not exceed 180 days.

20.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

20.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

20.8.4. Failure of the Contractor to implement the plan may require:

20.8.4.1. Another plan; or

20.8.4.2. Other remedies, as specified by the Department.

21. Privacy Impact Assessment

21.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

21.1.1. How PII is gathered and stored;

21.1.2. Who will have access to PII;

21.1.3. How PII will be used in the system;

21.1.4. How individual consent will be achieved and revoked; and

21.1.5. Privacy practices.

21.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 99.51% General funds.
   1.2. .49% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. 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 noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.
6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented

Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

Program to be Funded	SFY2024 Amount	SFY2025 Amount	TOTALS
Div. for Children Youth and Families (DCYF) Consultation	$ 1,770.00	$ 1,770.00	$ 3,540.00
Rapid Response Crisis Services	$ 1,176,094.00	$ 1,176,094.00	$ 2,352,188.00
Assertive Community Treatment Team (ACT) - Adults	$ 225,000.00	$ 225,000.00	$ 450,000.00
ACT Enhancement Payments	$ 12,500.00	$ 12,500.00	$ 25,000.00
Behavioral Health Services Information System (BHSIS)	$ 10,000.00	$ 5,000.00	$ 15,000.00
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	$ 5,000.00	$ 5,000.00	$ 10,000.00
Rehabilitation for Empowerment, Education and Work (RENEW)	$ -	$ -	$ -
General Training Funding	$ 5,000.00	$ 5,000.00	$ 10,000.00
System Upgrade Funding	$ 15,000.00	$ 15,000.00	$ 30,000.00
System of Care 2.0	$ 5,300.00	$ -	$ 5,300.00
Total	**$1,455,664.00**	**$1,445,364.00**	**$ 2,901,028.00**

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of $73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of

Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL REIMBURSEMENT
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	$225,000
ACT Enhancements	1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment. OR 2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures.	$12,500

7.6. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated

with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL REIMBURSEMENT
$2,500	$250/Person X 10 People = $2,500	$5,000

7.8. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.9. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.10. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program	$5,000.00
Indirect Costs (not to exceed 6%)	$300.00
Total	**$5,300.00**

7.11. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. Other

8.1. Certified Community Behavioral Health Clinic (CCBHC) Planning:

8.1.1. The Contractor shall allocate time (up to 0.5FTE) for the Contractor's assigned staff, as approved by the Department, to

work with DHHS to co-lead and implement CCBHC workgroups, assist with the development of quality activities and designation standards and processes. One-time SFY 2023 funds shall not exceed $150,000.

8.2. Data Improvements: One-time funds are available in SFY 2023 to implement data improvements and train staff in data collection and reporting in the program areas identified in the below table. Each component shall be paid in two installments. Half upon completion of work and the balance upon successful submission and validation of monthly Phoenix reports with the Department.

Training Expense	Total Reimbursement
Rapid Response	$5,600
Critical Time Intervention	$2,800
Housing Bridge	$5,600
Assertive Community Treatment (ACT)	$2,800
Supported Employment	$5,600

9. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

9.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

9.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

10. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

10.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

10.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

10.3. Identifies and requests payment for allowable costs incurred in the previous month.

10.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

10.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

10.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

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

11. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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

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

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

14.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the

Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

14.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

14.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	West Central Services, Inc.	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2023-6/30/2024	
Indirect Cost Rate (if applicable)	0.099597968	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$859,200	$150,000
2. Fringe Benefits	$74,697	$35,000
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$4,300	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$7,350	$0
6. Travel	$5,500	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$90,500	$0
Other (please specify)	$8,300	$0
Other (please specify)	$220	$0
Other (please specify)	$19,500	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$1,069,567	$185,000
Total Indirect Costs	$106,527	$0
TOTAL	$1,176,094	$185,000

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5/23/2023

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	West Central Services, Inc.	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2024-6/30/2025	
Indirect Cost Rate (if applicable)	0.099597968	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$859,200	$150,000
2. Fringe Benefits	$74,697	$35,000
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$4,300	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$7,350	$0
6. Travel	$5,500	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$90,500	$0
Other (please specify)	$8,300	$0
Other (please specify)	$220	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$1,069,567	$185,000
Total Indirect Costs	$106,527	$0
TOTAL	$1,176,094	$185,000

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5/23/2023

Contractor: _____RTG_____

SS-2024-DBH-01-MENTA-02

Date: _____5/10/2023_____

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 RD
Date 5/23/2023

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: West Central Behavioral Health

DocuSigned by:
Roger Osmun
0ABDB3A2B4424F3...

5/23/2023
Date

Name: Roger Osmun
Title: President and CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name: West Central Behavioral Health

5/23/2023
Date

DocuSigned by:
Roger Osmun
0A8DB9FC8432473...
Name: Roger Osmun
Title: President and CEO

DS
RO
Vendor Initials
5/23/2023
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Contractor Initials RO (DS)

Date 5/23/2023

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.

Contractor Name: West Central Behavioral Health

5/23/2023
Date

DocuSigned by:
Roger Osmun
0ABDB5AC8412473...
Name: Roger Osmun
Title: President and CEO

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Contractor Initials
5/23/2023
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: West Central Behavioral Health

5/23/2023
Date

DocuSigned by:
Roger Osmun
0ABDB34CB432473...
Name: Roger Osmun
Title: President and 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 Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Contractor Name: West Central Behavioral Health

5/23/2023
Date

DocuSigned by:
Roger Osmun
0A5C834CB4324F3...
Name: Roger Osmun
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

Contractor Initials RD

Date 5/23/2023

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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 Behavioral Health
The State	Name of the Contractor
Katja S. Fox	Roger Osmun
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Roger Osmun
Name of Authorized Representative	Name of Authorized Representative
Director	President and CEO
Title of Authorized Representative	Title of Authorized Representative
5/24/2023	5/23/2023
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 (UEI #)
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 Behavioral Health

5/23/2023
Date

DocuSigned by:
Roger Osmun
Name: Roger Osmun
Title: President and CEO

DS
RO
Contractor Initials
5/23/2023
Date

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 UEI (SAM.gov) number for your entity is: JMLYD2XN8RA6

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

   _X_ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

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

5. "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.

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

7. "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.

8. "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.

9. "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.

10. "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.

11. "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. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to 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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data 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 Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
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 Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential 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 Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, 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 Confidential Data.

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 DHHS 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 DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire 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 DHHS.

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 Confidential Data or 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 Confidential 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 Confidential 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, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    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.

DS

RO

Contractor Initials _____

5/23/2023

Date _____

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

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

DS
Contractor Initials KD

Date 5/23/2023

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 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: **0006227768**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of May A.D. 2023.

David M. Scanlan

Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: **0006227769**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of May A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF VOTE/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 22, 2023, 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: May 22, 2023

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 22nd day of May, 2023

By Douglas Williamson
(Name of Elected Clerk/Secretary/Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:

NANCY NOWELL, Justice of the Peace
State of New Hampshire
My Commission Expires October 17, 2023

NANCY NOWELL, Justice of the Peace
State of New Hampshire
My Commission Expires October 17, 2023

Rev. 09/23/19

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2022

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 MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN102105463--gaup-22-23	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 : Philadelphia Indemnity Insurance Company — 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-010982297-09 **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			PHPK2484148	11/01/2022	11/01/2023	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
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2484153	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X 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			PHUB839150	11/01/2022	11/01/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [X] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Healthcare Professional Liability -Claims Made			PHPK2484148	11/01/2022	11/01/2023	Each Claim:	1,000,000
							Aggregate:	3,000,000

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

Evidence of Coverage Mental Health Services Contract

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Colin Quirk
Hays Companies, Inc. 980 Washington St., Suite 325 Dedham MA 02026	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Colin.Quirk@bbrown.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A: Technology Insurance Company, Inc. 42376
INSURED	INSURER B:
West Central Behavioral Health 85 Mechanic Street Suite C2-1, Box A-10 Lebanon NH 03766	INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 23-24 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			TWC4269617	6/1/2023	6/1/2024	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/RASTAP

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.

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

FINANCIAL STATEMENTS

June 30, 2022

West Central Services, Inc.
d/b/a West Central Behavioral Health
TABLE OF CONTENTS
June 30, 2022

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

Opinion

We have audited the accompanying financial statements of West Central Services, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022 and 2021, and the related statements of operations and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. as of June 30, 2022 and 2021, 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.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about West Central Services, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of West Central Services, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about West Central Services, Inc.'s ability to continue as a going concern for a reasonable period of time.

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

Report on 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 18, 2022

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

STATEMENTS OF FINANCIAL POSITION

June 30,

ASSETS

	2022	2021
CURRENT ASSETS		
Cash and cash equivalents	$ 4,571,313	$ 2,482,209
Investments	961,700	1,098,785
Restricted cash	86,253	93,133
Accounts receivable - trade, net	354,401	351,878
Accounts receivable - other	366,232	309,312
Prepaid expenses	139,027	116,479
TOTAL CURRENT ASSETS	6,478,926	4,451,796
PROPERTY & EQUIPMENT, NET	664,481	610,970
OTHER ASSETS		
Investment in Behavioral Information Systems	-	114,876
Deposits	26,880	26,880
TOTAL OTHER ASSETS	26,880	141,756
TOTAL ASSETS	$ 7,170,287	$ 5,204,522

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 76,992	$ 103,961
Accrued payroll and related expenses	160,905	291,061
Deferred revenue	381,415	229,628
Deposits and other current liabilities	433,029	51,782
TOTAL CURRENT LIABILITIES	1,052,341	676,432
LONG-TERM DEBT, less current portion	543,715	543,715
TOTAL LIABILITIES	1,596,056	1,220,147
NET ASSETS		
Net Assets without donor restrictions	5,358,067	3,852,679
Net Assets with donor restrictions	216,164	131,696
TOTAL NET ASSETS	5,574,231	3,984,375
TOTAL LIABILITIES AND NET ASSETS	$ 7,170,287	$ 5,204,522

See Accompanying Notes to Financial Statements.

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

	2022			
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	Total	2021
PUBLIC SUPPORT AND REVENUES				
Public support -				
State of New Hampshire -- BBH	$ 1,040,394	$ -	$ 1,040,394	$ 491,054
Other public support	200,759	302,902	503,661	518,571
Grants	708,110	-	708,110	660,078
Net assets released from restriction	218,434	(218,434)	-	-
Total public support	2,167,697	84,468	2,252,165	1,669,703
Revenues -				
Program service fees	8,492,905	-	8,492,905	8,063,750
Contracted services	301,786	-	301,786	550,592
Rental income	158,390	-	158,390	159,021
Other revenues	381,437	-	381,437	394,705
Total Revenues	9,334,518	-	9,334,518	9,168,068
TOTAL PUBLIC SUPPORT AND REVENUES	11,502,215	84,468	11,586,683	10,837,771
EXPENSES				
Adult Maintenance	2,638,396	-	2,638,396	2,953,850
Adult Vocational	116,993	-	116,993	152,351
Children	3,092,799	-	3,092,799	3,060,851
ACT Team	683,772	-	683,772	815,957
Emergency Services	890,540	-	890,540	772,142
Housing services	1,463,109	-	1,463,109	1,286,851
General adult	265,009	-	265,009	406,788
Bridges	348,058	-	348,058	305,667
Other program services	364,532	-	364,532	682,691
TOTAL EXPENSES	9,863,208	-	9,863,208	10,437,148
CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	1,639,007	84,468	1,723,475	400,623
OTHER INCOME				
Forgiveness of Debt - PPP income	-	-	-	1,273,300
Investment Income	(133,619)	-	(133,619)	149,226
TOTAL OTHER INCOME	(133,619)	-	(133,619)	1,422,526
TOTAL INCREASE IN NET ASSETS	1,505,388	84,468	1,589,856	1,823,149
NET ASSETS, BEGINNING OF YEAR	3,852,679	131,696	3,984,375	2,161,226
NET ASSETS, END OF YEAR	$ 5,358,067	$ 216,164	$ 5,574,231	$ 3,984,375

See Accompanying Notes to Financial Statements.

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

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ 1,589,856	$ 1,823,149
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	105,294	84,839
Unrealized (gain) loss on investment in partnership	-	(5,727)
Gain on sale of BIS	(22,300)	-
(Gain) Loss on disposal of assets	(4,240)	13,028
PPP loan forgiveness	-	(1,273,300)
(Increase) decrease in the following assets:		
Accounts receivable - trade	(2,523)	18,727
Accounts receivable - other	(56,920)	234,560
Due from affiliates	-	54,097
Prepaid expenses	(22,548)	(17,731)
Restricted cash	6,880	(26,286)
Security deposits	-	5,000
Increase (decrease) in the following liabilities:		
Accounts payable	(26,969)	(68,432)
Accrued payroll and related expenses	(130,156)	110,379
Deferred revenue	151,787	94,561
Deposits and other current liabilities	381,247	28,296
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,969,408	1,075,160
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of asset	9,748	-
Proceeds from sale of Investment in BIS	137,176	-
Purchase of property and equipment	(164,313)	(67,146)
Investment activity, net	137,085	(552,955)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	119,696	(620,101)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds on line of credit	94,168	93,101
Repayment on line of credit	(94,168)	(93,101)
Repayment of notes payable	-	(400)
NET CASH USED BY FINANCING ACTIVITIES	-	(400)
NET INCREASE IN CASH	2,089,104	454,659
CASH AT BEGINNING OF YEAR	2,482,209	2,027,550
CASH AT END OF YEAR	$ 4,571,313	$ 2,482,209
SUPPLEMENTAL DISCLOSURE		
Cash paid during the year for interest	$ 9	$ 9

See Accompanying Notes to Financial Statements.

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, 2019 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.

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 2022, the Center decreased its estimated percentage in the allowance for doubtful accounts to 31% from 38% of the total patient receivables. The allowance for doubtful accounts decreased to $157,843 as of June 30, 2022 from $211,562 as of June 30, 2021.

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.

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, 2022 totaled $8,492,905, of which $8,367,685 was revenue from third-party payers and $125,220 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.

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, 2022 and 2021 was $32,770 and $9,002, 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 90% and 88% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the years ended June 30, 2022 and 2021, respectively. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

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 fiscal year by all three of the MCOs and the client has accrued a payback of $426,863 for the year ended June 30, 2022. This is included in other current liabilities on the statement of financial position.

NOTE 3 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2022 for general expenditures are as follows:

Cash and Cash Equivalents	$ 4,571,313
Accounts Receivable (net)	720,633
Investments	961,700
Financial assets available within one year for general expenditures	$ 6,253,646

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:

	2022	2021
ACCOUNTS RECEIVABLE - TRADE		
Medicaid	$ 333,625	$ 255,344
Medicare	18,363	40,897
Third party insurance companies	111,992	171,130
Clients	48,263	96,069
	512,243	563,440
Allowance for doubtful accounts	(157,842)	(211,562)
	$ 354,401	$ 351,878

NOTE 4 ACCOUNTS RECEIVABLE (continued)

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

	2022	2021
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	$ 56,042	$ 80,350
Bridges Housing Program	91,922	33,707
Bureau of Behavioral Health	99,422	121,195
MCO Directed Payments	118,846	72,406
IDN Grants	-	1,654
	$ 366,232	$ 309,312

NOTE 5 PROPERTY AND EQUIPMENT

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

	2022	2021
Land	$ 20,695	$ 20,695
Building and improvements	838,114	834,639
Furniture, fixtures and equipment	415,973	762,800
Vehicles	81,842	21,375
Project in Progress	16,905	-
	1,373,529	1,639,509
Accumulated Depreciation	(709,048)	(1,028,539)
NET BOOK VALUE	$ 664,481	$ 610,970

Depreciation expense for the years ended June 30, 2022 and 2021 was $105,294 and $84,839, 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,:

NOTE 6 INVESTMENTS (continued)

2022	Cost	Unrealized Gain (Loss)	Market Value
Equity Funds	$ 830,956	$ 130,744	$ 961,700

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

Investment income consisted of the following at June 30,:

	2022	2021
Interest and dividends	$ 19,967	$ 15,396
Realized gains	20,994	7,857
Unrealized gains (losses)	(174,580)	125,973
	$ (133,619)	$ 149,226

	2022	2021
Investments in Behavioral Information Systems, LLC	$ -	$ 114,876

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, 2022 and 2021 was $0 and $5,727, respectively.

The Center sold its 50% investment in BIS on December 31, 2021 for $137,176 for a gain of $22,301 which is recorded in other revenues on the statement of functional revenues for the year ended June 30, 2022.

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, 2022. 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:

	2022	2021
ARPA Grant	$ 140,415	$ -
Future Operating Expenses	30,000	-
Scholarship Program	200,000	-
Mobile Crisis Program	-	52,500
Bridge Program	11,000	11,000
Newport Tiger Program	-	15,000
Integrated Care Program	-	149,928
Other Grants	-	1,200
	$ 381,415	$ 229,628

NOTE 9 LONG-TERM DEBT

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

	2022	2021
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
Less: Current Portion	-	-
	$ 543,715	$ 543,715

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
2023	$ -
2024	-
2025	-
2026	-
2027	-
Thereafter	543,715
	$ 543,715

No interest expense was incurred on the above long term debt during the years ended June 30, 2022 and 2021.

NOTE 10 LINE OF CREDIT

As of June 30, 2022 and 2021, 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, 2022 and 2021, the outstanding balance was $-0- and $-0- respectively. The effective interest rate at June 30, 2022 and 2021 was 3.5%. Interest expense on the line of credit was $9 and $8 for the years ended June 30, 2022 and 2021, respectively. The line of credit expires in April, 2023.

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 2022 and 2021, the Center paid BIS $0 for services rendered. At June 30, 2022 and 2021, the Center owed BIS $0 for current services. The Center sold its investment in BIS effective December 31, 2021.

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, 2022 and 2021 the Center paid $256,438 and $173,670, 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. During the years ended June 30, 2022 and 2021, the total employer contributions into this retirement plan were of $58,424 and $66,639.

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:

	2022	2021
Due from clients	9 %	17 %
Insurance companies	22	30
Medicaid	65	46
Medicare	4	7
	100 %	100 %

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, 2022 for each of the next five years and in the aggregate are:

Year Ending June 30,	Amount
2023	$ 616,928
2024	473,847
2025	390,187
2026	316,149
2027	310,065
Thereafter	280,108
	$ 2,387,284

Total rent expense for the years ended June 30, 2022 and 2021, including rent expense for leases with the remaining term of one year or less and applicable common area maintenance fees, was $617,049 and $687,056, respectively.

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions are restricted and summarized as follows as of June 30,:

	2022	2021
Emergency Services Program	$ -	$ 47,097
Children's Program	104,584	55,046
Future Vehicle Purchase	-	21,000
Integrated Care	98,265	-
Other Contributions with Restrictions	13,315	8,553
	$ 216,164	$ 131,696

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

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 18, 2022, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2022, have been incorporated into the basic financial statements herein.

SUPPLEMENTARY INFORMATION

West Central Services, Inc. d/b/a West Central Behavioral Health
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2022

	Accounts Receivable, Beginning	Gross Fees	Contractual Allowances & Discounts	Cash Receipts	Accounts Receivable, Ending
CLIENT FEES	$ 96,069	$ 501,531	$ (376,311)	$ (173,026)	$ 48,263
OTHER INSURANCE	171,130	731,282	(249,560)	(540,860)	111,992
MEDICAID	255,344	8,919,922	(1,236,410)	(7,605,231)	333,625
MEDICARE	40,897	654,401	(451,950)	(224,985)	18,363
TOTALS	$ 563,440	$ 10,807,136	$ (2,314,231)	$ (8,544,102)	$ 512,243

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, 2022

	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, 2022	$ 121,195	$ 1,040,394	$ (1,062,167)	$ 99,422

Analysis of Receipts Date of Receipt Deposit Date	Amount
07/23/21	$ 26,073
08/23/21	11,255
08/31/21	26,073
09/28/21	31,385
10/04/21	26,073
10/18/21	32,755
10/26/21	52,146
12/01/21	52,148
12/31/21	163,775
01/06/22	57,999
01/31/22	74,020
02/08/22	31,948
03/03/22	61,757
03/14/22	26,073
03/25/22	36,262
03/28/22	38,316
04/07/22	57,680
04/18/22	26,073
04/25/22	24,007
06/01/22	35,478
06/06/22	46,382
06/21/22	26,678
06/28/22	97,811
	$ 1,062,167

West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2022, with
Comparative Totals for 2021

	Total Agency	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2021
Program Services Fees												
Net Client Fees	$ 125,220	$ 125,220	$ 27,912	$ 4,875	$ 18,408	$ 19,931	$ 15,472	$ 28,845	$ 4,688	$ -	$ 5,089	$ 152,383
Medicaid	7,683,512	7,683,512	1,734,045	73,346	3,408,147	455,906	130,507	1,818,980	31,881	-	30,700	7,085,935
Medicare	202,451	202,451	140,992	-	-	9,389	5,082	2,112	38,762	-	6,114	345,198
Other Insurance	481,722	481,722	192,903	-	203,291	12,483	5,414	741	55,902	-	10,988	480,234
Public Support - Other												
Local/County Gov't.	62,649	62,649	15,461	577	26,776	3,671	1,154	13,652	968	-	390	63,400
Donations/Contributions	427,757	427,757	101,773	3,798	179,560	24,168	7,598	89,868	6,424	-	14,568	441,211
Grants	658,417	658,417	46,050	2,645	304,935	4,105	166,580	17,012	1,082	-	116,008	660,078
Other Federal Grants	49,693	49,693	-	-	-	-	-	-	-	-	49,693	-
Other Public Support	13,255	13,255	-	-	13,255	-	-	-	-	-	-	13,960
BBH												
Community Mental Health	1,040,394	1,040,394	8,671	273	17,821	151,738	854,783	6,464	458	-	185	491,054
Other BBH	301,786	301,786	45,687	-	14,404	9,957	98,447	-	3,960	-	129,332	550,592
Rental Incomes	158,390	158,390	5,153	-	-	-	-	153,237	-	-	-	159,021
Other Revenues	381,437	381,437	5,658	207	14,442	1,315	413	14,637	1,147	343,478	140	394,705
TOTAL PUBLIC SUPPORT AND REVENUES	$ 11,586,683	$ 11,586,683	$ 2,324,305	$ 85,721	$ 4,201,039	$ 692,663	$ 1,285,450	$ 2,145,548	$ 145,272	$ 343,478	$ 363,207	$ 10,837,771

West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2022, with
Comparative Totals for 2021

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2021
Personnel Costs:													
Salary &Wages	$ 6,232,393	$ 560,566	$ 5,671,827	$ 1,546,646	$ 61,602	$ 1,862,896	$ 390,975	$ 648,417	$ 764,562	$ 140,028	$ 48,020	$ 208,681	$ 6,576,835
Employee Benefits	725,730	46,047	679,683	178,248	10,679	260,091	56,930	43,371	74,076	26,844	8,367	21,077	773,516
Payroll Taxes	432,349	39,869	392,480	101,517	4,241	127,078	24,842	48,128	56,325	10,391	3,348	16,610	459,459
Professional Fees:													
Professional Fees	328,017	38,412	289,605	134,165	1,575	98,666	10,005	3,159	37,165	2,939	498	1,433	280,056
Staff Devel. & Training:													
Staff Development	19,801	9,546	10,255	5,193	13	1,273	795	311	-	1,037	499	1,134	25,396
Occupancy Costs:													
Rent	869,593	22,000	847,593	166,160	12,893	166,056	45,318	27,980	120,800	19,897	259,137	29,352	902,487
Other Utilities	86,657	-	86,657	11,569	907	18,199	3,328	787	49,575	1,135	525	632	82,117
Maintenance and Repairs	46,098	4,403	41,695	4,841	358	7,955	1,244	929	24,891	162	259	1,056	64,027
Taxes	36,000	-	36,000	-	-	-	-	-	36,000	-	-	-	36,000
Other Occupancy Costs	224,409	-	224,409	70,351	4,238	84,299	14,755	13,542	15,281	13,459	874	7,610	234,656
Consumable Supplies:													
Office/Building/Household	55,941	12,269	43,672	7,731	653	5,452	2,139	4,187	17,318	991	638	4,563	60,614
Food	33,954	2,844	31,110	81	1	1,312	2	-	29,311	-	-	403	35,361
Equipment Rental	23,682	8,238	15,444	4,896	437	5,990	1,472	641	572	493	269	674	23,394
Equipment Maintenance	271	167	104	41	2	33	7	8	-	13	-	-	4,720
Depreciation	105,294	5,357	99,937	19,560	824	24,553	3,165	6,836	43,866	834	-	499	84,839
Advertising	32,770	-	32,770	9,329	287	13,301	1,824	573	6,781	481	-	194	9,002
Membership Dues	61,933	-	61,933	15,449	566	26,441	3,598	1,131	13,377	949	-	422	53,543
Telephone/Communications	89,556	15,034	74,522	17,145	2,345	23,641	9,431	7,333	10,397	1,060	438	2,732	89,712
Postage/Shipping	5,424	2,005	3,419	1,001	73	1,340	228	184	55	197	228	113	7,150
Transportation:													
Staff/Clients	60,778	3,528	57,250	11,107	360	16,132	12,851	3,397	1,920	811	5,929	4,743	72,655
Insurance:													
General/Liability	206,671	-	206,671	49,691	2,709	63,015	14,339	19,863	40,289	5,254	3,659	7,852	169,281
Interest Expense	9	-	9	3	-	3	1	-	1	-	-	1	8
Other Expenditures	185,878	29,661	156,217	50,119	1,395	56,261	8,053	7,281	26,701	2,651	218	3,538	392,320
TOTAL EXPENSES	9,863,208	799,946	9,063,262	2,404,843	106,158	2,863,987	605,302	838,058	1,369,063	229,626	332,906	313,319	10,437,148
Administrative Allocation	-	(799,946)	799,946	233,553	10,835	228,812	78,470	52,482	94,046	35,383	15,152	51,213	-
TOTAL PROGRAM EXPENSES	$ 9,863,208	$ -	$ 9,863,208	$ 2,638,396	$ 116,993	$ 3,092,799	$ 683,772	$ 890,540	$ 1,463,109	$ 265,009	$ 348,058	$ 364,532	$ 10,437,148

WEST CENTRAL
BEHAVIORAL HEALTH
Adult | Child | Family

Board of Directors Members
Roster FY 2023

Douglas Williamson MD
Chair

William C. Torrey MD
Vice Chair

Anne Page
Secretary/Treasurer
Chair, Finance Committee

Peter Bleyler
Director

Aimee Claiborne
Director

Lisa Cohen
Director

Kenneth Dolkart MD
Director

Robert Hansen
Director

Darrell Hotchkiss
Director

Matthew Houde
Director

Brian Lombardo MD
Director
Chair, Quality Improvement Committee

Charlene Lovett
Director

Brian Marsicovetere
Director

Chair, Development and Community Relations Committee

Sarah Rutter
Director

Susan Seidler
Director

Sheila Shulman
Chair, Governance Committee

Phillip Stocken
Director

Roger Osmun PHD
Ex-officio

LAURIE MUDGE

[redacted]

SUMMARY

Dedicated, skilled, and respected leader, with over 20 years of management experience, overseeing the provision of high quality and financially profitable programming in mental health care.

SKILLS

- Leadership by example
- Dedication to excellence
- Strong communication skills
- Ability to motivate personnel and successfully guide through change
- Advanced decision-making and problem-solving skills
- Understanding of billing and managed care systems
- Knowledge of state and federal regulations

EXPERIENCE

WEST CENTRAL BEHAVIORAL HEALTH, Lebanon NH
VP of Clinical Services 2023 - present

- Oversees the clinical service delivery, supporting staffing patterns, supervisory structure and other resources to ensure that program goals are achievable and fiscally viable.
- Develops annual budgets, working with the CEO and CFO, ensuring that accurate staffing patterns and other anticipated expenses are included.
- Uses data from a variety of sources to inform business decisions related to clinical services, program structure, allocation of staff resources and agency priorities.
- Routinely presents data to agency committees and/or the agency board regarding clinical outcomes related to direct care services, which can include but is not limited to: client satisfaction survey data, internal data sets, external audits/fidelity reviews, or other information that describes service outcomes.
- Ensures that services are provided within the scope of the agency's prevailing standards, whether driven by adopted evidence-based practices or contractual mandates.
- Participates in the agency's Quality Improvement Committee and the agency's broader performance improvement program, offering defined strategies to implement that supports improvements in area of defined opportunities of improvement.
- Assesses and facilitates development of professional competencies to support the success and growth of the clinical programs
- Provides comprehensive and equitable performance evaluations direct reports.

Director 2001-2023

- Responsible for overseeing all clinical aspects of the programs, ensuring that clinical staff have skills and support to provide high-quality clinical services.
- Manage the administrative aspects of the program including recruitment, hiring, orientation, training, evaluation and discipline of employees.
- Successfully maintain financially profitable programs through the close management of revenue and expenses.
- Develop strong collaborative relationships with other community providers and agencies.
- Serve as the liaison to the department health and human service's children's behavioral health administrators and other statewide leaders in children's behavioral health.
- Coach and mentor supervisory staff.
- Foster a team-oriented work environment.
- Engage in quality improvement, risk management, and program development activities.
- Aided in the development of program budget on yearly basis.

Supervisor, Family Specialist and Child Case Manager Program /Child Clinician 1998-2000

- Provided clinical supervision to staff.
- Responsible for the administrative oversight of the programs.
- Provide individual, group and family therapy to children and their families

Family Specialist 1997-1998

- Provided home based family therapy to high need families, in which both the child and caregiver had a mental illness.

DARTMOUTH COLLEGE, Lebanon, NH
Independent Consultant 2021

- Worked with a team of doctors, psychologists and researchers on the year-long Levy Health Care Delivery Incubator Project, "Accelerating recovery through enhanced psychiatric boarding of pediatric patients".

NEW ENGLAND COLLEGE, Henniker, NH
Adjunct Faculty, Graduate Program 2006-2014

- Taught Internship Seminar I, II, III, and Group Psychotherapy, during the periods that the program had a Lebanon cohort.

FRANKLIN PIERCE COLLEGE
Adjunct Faculty, Undergraduate Program 2000

- Taught Introduction to Social Work.

EDUCATION AND TRAINING

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH 1997
Master of Social Work

KEENE STATE COLLEGE, Keene, NH 1992
Bachelor of Art in Psychology

CERTIFICATIONS

Licensed Clinical Social Worker 1999

PUBLICATIONS

Leyenaar, J Arakelyan,M Acquilano, S Gilbert, T, Craig, J; Lee,C; Kodak, S; Ignatova, E; **Mudge, L**; House, S,. Brady, R. (2023). Title: I-CARE: Feasibility, Acceptability and Appropriateness of a Digital Health Intervention for Youth Experiencing Mental Health Boarding. *Journal of Adolescent Health.*

Brady, R. E., St. Ivany, A., Nagarajan, M. K., Acquilano, S. C., Craig, J. T., House, S. A., **Mudge, L.**, & Leyenaar, J. K. (2022). Multistakeholder perspectives on interventions to support youth during mental health boarding. *The Journal of Pediatrics*. https://doi.org/10.1016/j.jpeds.2022.10.004

Brunette, M. F., Richardson, F., **White, L.**, Bemis, G., & Eelkema, R. E. (2004). Integrated family treatment for parents with severe psychiatric disabilities. *Psychiatric Rehabilitation Journal*, *28*(2), 177-180. https://doi.org/10.2975/28.2004.177.180

CURRICULUM VITAE

Diane M. Roston, M.D.

Education:

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

Postdoctoral Training:

Dartmouth-Hitchcock Medical Center, Lebanon, NH Residency in Psychiatry	1986 - 1990

Licensure and Certification:

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

Academic Appointments:

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

Dartmouth College, Hanover, NH

Hospital Appointments:

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

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

Nashua Brookside Hospital, Nashua, NH 1988-1990

Experience:

2007-present Medical Director, West Central Behavioral Health
Lebanon, NH
- Supervision of medical and nursing staff
- Chair, Quality Improvement committee
- Coordination of on-site research pilot studies
- Ex-officio member, Board of Directors
- Member, executive staff

1995-present Clinic Psychiatrist, West Central Behavioral Health, Lebanon, NH
- Provided care to individuals with chronic mental illness, including psychotic illnesses, anxiety disorders, affective illness, PTSD, and borderline personality disorder
- Supervised 3rd year psychiatry residents for one year rotation
- Provide clinical guidance to interdisciplinary care teams

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

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

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

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

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

Major Committee Assignments and Consultations:

National and Regional

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

Institutions:

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

Memberships in Professional Societies:

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

Teaching Activities:

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

Dartmouth-Hitchcock Medical Center, Lebanon, NH

The Psychology of Women in Health and in Sickness 1991
Undergraduate seminar professor
Dartmouth College, Hanover, NH

Other Professional Activities:

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

Invited Presentations:

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

Publications:

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

Roston, D. Surviving suicide: a psychiatrist's journey. Death Studies. 41:10, 629-634. DOI: 10.1080/07481187l2017.1335547. Routledge Press. 2017. https://doc.org/10.1080/07481187.2017.1335547.

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Roger W. Osmun, Ph.D.

Licensed Psychologist

[redacted]

Education

Ph.D., Clinical Psychology
Temple University

M.A., Clinical Psychology
Temple University

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

Licensure

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

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

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

Clinical and Administrative Experience

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

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

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

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

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

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

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

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

Achievements in FY18:

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

[redacted]

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

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

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

Achievements FY97-FY16:

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

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

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

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

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

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

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

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

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

Research Experience

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

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

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

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West Central Behavioral Health
Mental Health Services
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Laurie Mudge	VP Clinical Services	$0
Diane Roston	Medical Director	$0
Roger Osmun	President/CEO	$0

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-03

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Lakes Region Mental Health Center, Inc.		1.4 Contractor Address 111 Church Street Laconia, NH 03246	
1.5 Contractor Phone Number (603) 524-1100	1.6 Account Number 05-95-92-922010-(4117, 4121, 1909) 05-95-92-921010-2053 05-95-42-421010-2958	1.7 Completion Date 6/30/2025	1.8 Price Limitation $4,050,856
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Margaret Pritchard 02FC77073CB248E... Date: 5/26/2023		1.12 Name and Title of Contractor Signatory Margaret Pritchard CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED0D05BD4C63482... Date: 5/30/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74B734B4A841400... On: 5/31/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS MP
Date 5/26/2023

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.

DS MP

Contractor Initials _____

Date 5/26/2023

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 MP

Date 5/26/2023

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 DS MP

Date 5/26/2023

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT A

Revisions to Standard Agreement 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 and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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
Mental Health Services

EXHIBIT B

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 3.

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

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

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2. System of Care for Children's Mental Health

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)

4.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

4.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

4.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

5. Division for Children, Youth and Families (DCYF)

5.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

5.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

6. Crisis Services

6.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

6.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

6.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

6.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

6.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

6.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

6.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

6.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

6.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

6.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

6.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

6.7.2. One (1) peer.

6.7.3. Telehealth access, and on-call psychiatry, as needed.

6.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

6.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

6.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

6.10.1. The location of the crisis.

6.10.2. The safety plan either developed over the phone or on record from prior contact(s).

6.10.3. Any accommodations needed.

6.10.4. Treatment history of the individual, if known.

6.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

6.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

6.11.2. Does not fulfill emergency medication refills.

6.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

6.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

6.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

6.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

6.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

6.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

6.16.1. Face-to-face assessments.

6.16.2. Disposition and decision making.

6.16.3. Initial care and safety planning.

6.16.4. Post crisis and stabilization services.

6.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

6.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

6.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

6.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes; if occurring at locations based on individual and family choice that include but are not limited to:

6.19.1.1. In or at the individual's home.

6.19.1.2. Community settings.

6.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

6.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

6.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use.

Documented clinical rationale with administrative support when a mobile intervention is not provided;

6.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

6.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

6.19.6.1. Obtaining the individual's mental health history including, but not limited to:

6.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

6.19.6.1.2. Substance misuse.

6.19.6.1.3. Social, familial and legal factors;

6.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

6.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

6.19.6.4. Conducting a mental status exam.

6.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

6.19.7.1. Staying in place with:

6.19.7.1.1. Stabilization services.

6.19.7.1.2. A safety plan.

6.19.7.1.3. Outpatient providers;

6.19.7.2. Stepping up to crisis stabilization services or apartments.

6.19.7.3. Admission to peer respite or step-up/step-down program.

6.19.7.4. Admission to a crisis apartment.

6.19.7.5. Voluntary hospitalization.

6.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

6.19.7.7. Medical hospitalization.

6.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48)

hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

6.20.1. Promoting recovery.

6.20.2. Building upon life, social and other skills.

6.20.3. Offering support.

6.20.4. Reviewing crisis and safety plans.

6.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

6.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

6.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

6.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

6.21.3. Provided in the individual and family home, if requested by the individual;

6.21.4. Implemented using methods that include, but are not limited to:

6.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

6.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

6.21.4.2.1. Cognitive Behavior Therapy (CBT).

6.21.4.2.2. Dialectical Behavior Therapy (DBT).

6.21.4.2.3. Solution-focused therapy.

6.21.4.2.4. Developing concrete discharge plans.

6.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

6.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

6.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

6.22.1. Ensure outreach and educational activities may include, but are not limited to:

6.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

6.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

6.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

6.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

6.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

6.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

6.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

6.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

6.22.2.4. Coordinating with homeless outreach services.

6.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

6.23.1. Determine availability of the Rapid Response Teams;

6.23.2. Facilitate response of dispatched teams; and

6.23.3. Resolve the immediate crisis episode.

6.24. The Contractor shall maintain connection to the designated resource tracking system.

6.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

6.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

6.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

6.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

6.26.2.1. Number of unique individuals who received services.

6.26.2.2. Date and time of mobile arrival; and

6.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

6.26.3.1. Diversions from hospitalizations.

6.26.3.2. Diversions from Emergency Rooms.

6.26.3.3. Services provided.

6.26.3.4. Location where services were provided.

6.26.3.5. Length of time service or services provided.

6.26.3.6. Whether law enforcement was involved for safety reasons.

6.26.3.7. Whether law enforcement was involved for other reasons.

6.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

6.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

6.26.3.10. Outcome of service provided, which may include but is not limited to:

6.26.3.10.1. Remained in home.

6.26.3.10.2. Hospitalization.

6.26.3.10.3. Crisis stabilization services.

6.26.3.10.4. Crisis apartment.

6.26.3.10.5. Emergency department.

6.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

6.28. Rapid Response Crisis Center

6.28.1. The Contractor shall expand Rapid Response services by opening and operating a drop-in Rapid Response Crisis Center. The Center shall be:

6.28.1.1. Welcoming to and serve children, youth, families, and adults;

6.28.1.2. Open during hours that meet community need/demand;

6.28.1.3. Recovery-oriented and community-based;

6.28.1.4. Open to accept walk-ins and first-responder drop-offs from anywhere in the state;

6.28.1.5. Available to provide services for no more than 23-hours; and

6.28.1.6. Integrated and aligned with the existing Rapid Response system.

6.28.2. The Contractor shall submit a final plan to stand up a location-based Rapid Response Crisis Center to the Department for approval within sixty (60) days from the effective date of the contract. The plan shall include a detailed:

6.28.2.1. Program/model description;

6.28.2.2. Staffing plan; and

6.28.2.3. Timeline.

6.28.3. The Contractor shall submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format with data elements agreed upon by the Contractor and the Department.

7. Adult Assertive Community Treatment (ACT) Teams

7.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week,

with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

7.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

7.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

7.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

7.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

7.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

7.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

7.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

7.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

7.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

7.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

7.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

7.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

7.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

7.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

7.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

7.4.4. Make a referral for an ACT assessment within (7) days of:

7.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

7.4.4.2. An individual being referred for an ACT assessment;

7.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

7.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

7.4.6.1. Extended hospitalization or incarceration.

7.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

7.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

7.4.7.1. To exceed caseload size requirements; or

7.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

8. Evidence-Based Supported Employment

8.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

8.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

8.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

8.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

8.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

8.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

8.6.1. Job development.

8.6.2. Work incentive counseling.

8.6.3. Rapid job search.

8.6.4. Follow along supports for employed individuals.

8.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

8.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

8.7.1. Work with the Department to identify solutions to meet the demand for services; and

8.7.2. Implement such solutions within 45 days.

8.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

8.9. The Contractor shall ensure SE staff receive:

8.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

8.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

9. Coordination of Care from Residential or Psychiatric Treatment Facilities

9.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

9.1.1. Designate a different liaison for individuals being served through their children's services.

9.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

9.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

9.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

9.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

9.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the

Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

9.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

9.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

9.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

9.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

10. Coordinated Care and Integrated Treatment

10.1. Primary Care

10.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

10.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

10.1.2.1. Monitor health;

10.1.2.2. Provide medical treatment as necessary; and

10.1.2.3. Engage in preventive health screenings.

10.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

10.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

10.2. Substance Misuse Treatment, Care and/or Referral

10.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

10.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

10.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

10.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

10.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

10.3. Area Agencies

10.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

10.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

10.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports

and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

10.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

10.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

10.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;

10.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

10.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

10.4. Peer Supports

10.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

10.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

10.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

10.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

10.5. Transition of Care with MCO's

10.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

11. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)

11.1. The Contractor shall participate in CCBHC planning activities that include:

11.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

11.1.2. Attending two (2) learning communities on a monthly basis;

11.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

11.1.4. Meeting monthly with planning consultant for technical assistance.

12. Deaf Services

12.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

12.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

12.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

12.4. The Contractor shall ensure services are person-directed, which may result in:

12.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

12.4.2. Care being shared across the regions; or

12.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

13. CANS/ANSA or Other Approved Assessment

13.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

13.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

13.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

13.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

13.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

13.3.1. Utilized to develop an individualized, person-centered treatment plan;

13.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

13.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

13.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

13.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

13.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

13.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

13.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

14. Pre-Admission Screening and Resident Review

14.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

14.2. Upon request by the Department, the Contractor shall:

14.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

14.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

14.2.2.1. Requires nursing facility care; and

14.2.2.2. Has active treatment needs.

15. Application for Other Services

15.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

15.1.1. Medicaid.

15.1.2. Medicare.

15.1.3. Social Security Disability Income.

15.1.4. Veterans Benefits.

15.1.5. Public Housing.

15.1.6. Section 8 Subsidies.

15.1.7. Child Care Scholarship.

16. Community Mental Health Program (CMHP) Status

16.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

16.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested

by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

17. Quality Improvement

17.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

17.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

17.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

17.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

17.3.1. Submit all required information in a format provided by the Department or contracted vendor;

17.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

17.3.3. Support all efforts of the Department to conduct the survey;

17.3.4. Promote survey participation of individuals sampled to participate; and

17.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

17.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

17.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

18. Maintenance of Fiscal Integrity

18.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

18.1.1. Balance Sheet;

18.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

18.1.2.1. All revenue sources and expenditures; and

18.1.2.2. A budget column allowing for budget to actual analysis;

18.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

18.1.3.1. All revenue sources and all related expenditures for the Program; and

18.1.3.2. A budget column allowing for budget to actual analysis; and

18.1.4. Cash Flow Statement.

18.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

18.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

18.3.1. Days of Cash on Hand:

18.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

18.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

18.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

18.3.2. Current Ratio:

18.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

18.3.2.2. Formula: Total current assets divided by total current liabilities.

18.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

18.3.3. Debt Service Coverage Ratio:

18.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

18.3.3.2. Definition: The ratio of net income to the year to date debt service.

18.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

18.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

18.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

18.3.4. Net Assets to Total Assets:

18.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

18.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

18.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

18.3.4.4. Source of Data: The Contractor's monthly financial statements.

18.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

18.4. In the event that the Contractor does not meet either:

18.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

18.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

18.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

18.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

18.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

18.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

18.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

18.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

18.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

18.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

19. Reduction or Suspension of Funding

19.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

19.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

19.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

19.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

19.3.2. Crisis services for all individuals.

19.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

19.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

20. Elimination of Programs and Services by Contractor

20.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

20.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

20.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

20.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

20.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

20.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

21. Data Reporting

21.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

21.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

21.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

21.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

21.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

21.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

21.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

21.6.2. Ensuring data files and records are consistent with reporting specification requirements.

21.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

21.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

21.6.5. Participating in Departmental efforts for system-wide data quality improvement.

21.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

21.6.6.1. All data is formatted in accordance with the file specifications;

21.6.6.2. No records will reject due to illegal characters or invalid formatting; and

21.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

21.7. The Contractor shall meet the following standards:

21.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

21.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 21.8.

21.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

21.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

21.8.1. The waiver length shall not exceed 180 days.

21.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

21.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

21.8.4. Failure of the Contractor to implement the plan may require:

21.8.4.1. Another plan; or

21.8.4.2. Other remedies, as specified by the Department.

22. Privacy Impact Assessment

22.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

22.1.1. How PII is gathered and stored;

22.1.2. Who will have access to PII;

22.1.3. How PII will be used in the system;

22.1.4. How individual consent will be achieved and revoked; and

22.1.5. Privacy practices.

22.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 1.08% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.2. 98.55% General funds.
   1.3. .37% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. 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 noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

Program to be Funded	SFY2024 Amount	SFY2025 Amount	TOTALS
Div. for Children Youth and Families (DCYF) Consultation	$ 1,770.00	$ 1,770.00	$ 3,540.00
Rapid Response Crisis Services	$ 1,643,094.00	$ 1,643,094.00	$ 3,286,188.00
Assertive Community Treatment Team (ACT) - Adults	$ 225,000.00	$ 225,000.00	$ 450,000.00
ACT Enhancement Payments	$ 12,500.00	$ 12,500.00	$ 25,000.00
Behavioral Health Services Information System (BHSIS)	$ 10,000.00	$ 5,000.00	$ 15,000.00
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	$ 5,000.00	$ 5,000.00	$ 10,000.00
Rehabilitation for Empowerment, Education and Work (RENEW)	$ 6,000.00	$ 6,000.00	$ 12,000.00
General Training Funding	$ 5,000.00	$ 5,000.00	$ 10,000.00
System Upgrade Funding	$ 15,000.00	$ 15,000.00	$ 30,000.00
Interpreter Services Funding	$ 5,000.00	$ 5,000.00	$ 10,000.00
System of Care 2.0	$ 5,300.00	$ -	$ 5,300.00
Community Behavioral Health Clinic (Stipends)	$ 43,828.00	$ -	$ 43,828.00
Total	$1,977,492.00	$1,923,364.00	$3,900,856.00

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of $73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-3, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.4.3. Rapid Response Crisis Center Start up Funds: Payment for start-up period expenses incurred by the Contractor shall be made by the Department in an amount not to exceed **$150,000.** The total of all such payments shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All Department payments to the Contractor for the start-up period shall be made on a cost reimbursement basis in accordance with Exhibit C-1, Budget.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL REIMBURSEMENT
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	$225,000
ACT Enhancements	1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment. OR	$12,500

	2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures.	

7.6. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff.training for collecting new data elements.

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL REIMBURSEMENT
$2,500	$250/Person X 10 People = $2,500	$5,000

7.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs

7.9. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.10. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.11. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program	$5,000.00
Indirect Costs (not to exceed 6%)	$300.00
Total	**$5,300.00**

7.12. Certified Community Behavioral Health Clinic (CCBHC) Planning: The Contractor will participate in CCBHC planning activities that include co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant; attend two (2) learning communities on a monthly basis; complete the CCBHC self-assessment tool as defined by the department; meet monthly with planning consultant for technical assistance. Funds are available through March 30, 2024.

7.13. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

8.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

8.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

9. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

9.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

9.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

9.3. Identifies and requests payment for allowable costs incurred in the previous month.

9.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

9.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

9.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

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

10. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

11. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

13.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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

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

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

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

13.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

13.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	The Lakes Region Mental Health Center, Inc.	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2022-6/30/2023	
Indirect Cost Rate (if applicable)	0	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$8,500	$0
2. Fringe Benefits	$0	$0
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$7,000	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$19,500	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Furniture	$60,000	$0
8. (d) Other - Fit up	$55,000	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$150,000	$0
Total Indirect Costs	$0	$0
TOTAL	$150,000	$0

Contractor: DS MP

SS-2024-DBH-01-MENTA-03

Date: 5/26/2023

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	The Lakes Region Mental Health Center, Inc.	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2023-6/30/2024	
Indirect Cost Rate (if applicable)	10%	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$1,036,892	$300,000
2. Fringe Benefits	$288,010	$80,000
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$1,000	$0
5.(e) Supplies Office	$6,000	$0
6. Travel	$7,000	$0
7. Software	$50,290	$0
8. (a) Other - Marketing/ Communications	$3,500	$0
8. (b) Other - Education and Training	$8,000	$0
8. (c) Other - Telephone	$24,500	$0
8. (d) Other - Postage	$100	$0
8. (e) Other - Subscriptions	$125	$0
8. (f) Other - Copier Rental	$5,810	$0
8. (g) Other - Occupancy	$33,925	$0
8. (h) Other - Audit, Legal & Insurance	$21,070	$0
8. (i) Other - Miscellaneous	$7,500	$0
8. (j) Other - Fee for Service Billing	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$1,493,722	$380,000
Total Indirect Costs	$149,372	$0
TOTAL	$1,643,094	$380,000

Contractor: MP

Date: 5/26/2023

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	The Lakes Region Mental Health Center, Inc.	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2024-6/30/2025	
Indirect Cost Rate (if applicable)	0.1	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$1,036,892	$300,000
2. Fringe Benefits	$288,010	$80,000
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$1,000	$0
5.(e) Supplies Office	$6,000	$0
6. Travel	$7,000	$0
7. Software	$50,290	$0
8. (a) Other - Marketing/ Communications	$3,500	$0
8. (b) Other - Education and Training	$8,000	$0
8. (b) Other - Education and Training	$24,500	$0
8. (c) Other - Telephone	$100	$0
8. (d) Other - Postage	$125	$0
8. (e) Other - Subscriptions	$5,810	$0
8. (f) Other - Copier Rental	$33,925	$0
8. (g) Other - Occupancy	$21,070	$0
8. (h) Other - Audit, Legal & Insurance	$7,500	$0
8. (i) Other - Miscellaneous	$33,925	$0
8. (j) Other - Fee for Service Billing	$0	$0
Total Direct Costs	$1,493,722	$380,000
Total Indirect Costs	$149,372	$0
TOTAL	$1,643,094	$380,000

Contractor: MP (DS)

Date: 5/26/2023

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: The Lakes Region Mental Health Center, Inc.

5/26/2023
Date

DocuSigned by:
Margaret Pritchard
02FC77073CB2485...
Name: Margaret Pritchard
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

5/26/2023
Date

DocuSigned by:
Margaret Pritchard
02FC7673CB74BE...
Name: Margaret Pritchard
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Contractor Initials MP (DS)

Date 5/26/2023

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name: The Lakes Region Mental Health Center, Inc.

5/26/2023
Date

DocuSigned by:
Margaret Pritchard
02FC77673CB24BE...
Name: Margaret Pritchard
Title: CEO

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

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

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: The Lakes Region Mental Health Center, Inc.

5/26/2023
Date

DocuSigned by:
Margaret Pritchard
02PC77A73CB24BE...
Name: Margaret Pritchard
Title: 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 Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Contractor Name: The Lakes Region Mental Health Center, Inc.

5/26/2023
Date

DocuSigned by:
Margaret Pritchard
02FC7707SC824DE...
Name: Margaret Pritchard
Title: CEO

DS
MP
Contractor Initials
5/26/2023
Date

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.

Contractor Initials MP

Date 5/26/2023

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 Lakes Region Mental Health Center, Inc.
The State	Name of the Contractor
DocuSigned by: Katja S. Fox	DocuSigned by: Margaret Pritchard
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Margaret Pritchard
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
5/30/2023	5/26/2023
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 (UEI #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: The Lakes Region Mental Health Center, Inc.

5/26/2023
Date

DocuSigned by:
Margaret Pritchard
Name: Margaret Pritchard
Title: CEO

Contractor Initials: MP
Date: 5/26/2023

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 UEI (SAM.gov) number for your entity is: _____

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

   _____ NO _____X_____ 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 _____X_____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

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

5. "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.

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

7. "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.

8. "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.

9. "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.

10. "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.

11. "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. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to 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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data 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 Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
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 Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential 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 Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, 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 Confidential Data.

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 DHHS 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 DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire 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 DHHS.

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 Confidential Data or 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 Confidential 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 Confidential 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, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    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

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64124**

Certificate Number: **0006194312**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of The Lakes Region Mental Health Center, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 26, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Margaret M. Pritchard, Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Lakes Region Mental Health Center, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: May 26, 2023

Signature of Elected Officer
Name: Laura LeMien
Title: Board President, LRMHC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/16/2022

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 Cross Insurance-Laconia 155 Court Street Laconia NH 03246	CONTACT NAME: Sarah Cullen, AINS, ACSR PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3866 E-MAIL ADDRESS: sarah.cullen@crossagency.com
INSURED Lakes Region Mental Health Center, Inc. 40 Beacon Street East Laconia NH 03246	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Ace American Insurance Company INSURER B: ACE Property & Casualty Ins Co INSURER C: New Hampshire Employers Ins Co — 13083 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2261600009 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:			SVRD37803601013	06/26/2022	06/26/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits Liab	$ 1,000,000 $ 250,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CALH08618574013	06/26/2022	06/26/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 2,000,000 $ $ $ $ 1,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XOOG25516540013	06/26/2022	06/26/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
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		ECC-600-4000907-2022A	06/26/2022	06/26/2023	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			OGLG2551662A013	06/26/2022	06/26/2023	Per Incident Aggregate	$5,000,000 $7,000,000

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

BBH contract
McGrath Street
Bridge and Bridge Subsidy contracts

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sarah Cullen

Lakes Region
Mental Health Center

Mission Vision & Values

Lakes Region Mental Health Center's mission is to provide integrated mental and physical health care for people with mental illness while creating wellness and understanding in our community.

(Revised & Approved by the Board of Directors, 9/15/15)

Our Vision

Lakes Region Mental Health Center is the community leader providing quality, accessible and integrated mental and physical health services, delivered with dedication and compassion.

(Revised & Approved by the Board of Directors, 9/15/15)

Our Values

RESPECT	We conduct our business and provide services with respect and professionalism.
ADVOCACY	We advocate for those we serve through enhanced collaborations, community relations and political action.
INTEGRITY	We work with integrity and transparency, setting a moral compass for the agency.
STEWARDSHIP	We are effective stewards of our resources for our clients and our agency's health.
EXCELLENCE	We are committed to excellence in all programming and services.

The Lakes Region Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2022

The Lakes Region Mental Health Center, Inc.
TABLE OF CONTENTS
June 30, 2022

KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of The Lakes Region Mental Health Center, Inc.

Opinion
We have audited the accompanying financial statements of The Lakes Region Mental Health Center, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022, 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.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lakes Region Mental Health Center, Inc. as of June 30, 2022, 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.

Basis for Opinion
We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Lakes Region Mental Health Center, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Lakes Region Mental Health Center, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Lakes Region Mental Health Center, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Lakes Region Mental Health Center, Inc.'s ability to continue as a going concern for a reasonable period of time.

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

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Analysis of Accounts Receivables, the Analysis of BBH Revenues, Receipts & Receivables and schedules of functional public support, revenues, and expenses on pages 13-16 are presented for purposes of additional analysis and 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 20, 2022

The Lakes Region Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2022

ASSETS

CURRENT ASSETS	
Cash	$ 6,695,009
Investments	2,175,779
Restricted cash	490,000
Accounts receivable (net of $930,000 allowance)	822,811
Prepaid expenses and other current assets	140,495
TOTAL CURRENT ASSETS	10,324,094
PROPERTY AND EQUIPMENT - NET	6,210,633
TOTAL ASSETS	$ 16,534,727

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 80,222
Current portion long-term debt	142,251
Accrued payroll and related	1,094,918
Deferred income	306,819
Accrued vacation	464,747
Accrued expenses	509,083
TOTAL CURRENT LIABILITIES	2,598,040
LONG-TERM DEBT, less current portion	
Notes and bonds payable	4,425,918
Less: unamortized debt issuance costs	(80,667)
TOTAL LONG-TERM LIABILITIES	4,345,251
TOTAL LIABILITIES	6,943,291
NET ASSETS	
Net assets without donor restrictions	9,591,436
TOTAL LIABILITIES AND NET ASSETS	$ 16,534,727

See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2022

	Net Assets without Donor Restrictions
PUBLIC SUPPORT AND REVENUES	
Public support -	
Federal	$ 199,680
State of New Hampshire - BBH	1,276,456
Other public support	511,833
Total Public Support	1,987,969
Revenues -	
Program service fees	14,079,196
Rental income	92,058
Other revenue	190,308
Total Revenues	14,361,562
TOTAL PUBLIC SUPPORT AND REVENUES	16,349,531
EXPENSES	
BBH funded program services -	
Children Services	3,293,781
Multi-service	6,625,594
ACT	938,951
Emergency Services	1,851,024
Housing Services	1,352,675
Other Mental Health	591,532
Non-Eligible	639,616
Non-BBH funded program services	448,477
TOTAL EXPENSES	15,741,650
INCREASE IN NET ASSETS FROM OPERATIONS	607,881
OTHER INCOME	
Gain on sale of fixed asset	234,186
Investment income (loss)	(172,668)
TOTAL OTHER INCOME	61,518
TOTAL INCREASE IN NET ASSETS	669,399
NET ASSETS, beginning	8,922,037
NET ASSETS, ending	$ 9,591,436

See Notes to Financial Statements.

The Lakes Region Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2022

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	$ 669,399
Adjustments to reconcile to net cash provided by operations:	
Depreciation and Amortization	447,854
Gain on sale of assets	(234,186)
Unrealized gain on investments	(385,867)
(Increase) decrease in:	
Accounts receivable	(379,389)
Prepaid expenses	(79,904)
Increase (decrease) in:	
Accounts payable & accrued liabilities	254,482
Deferred income	200,372
NET CASH PROVIDED BY OPERATING ACTIVITIES	492,761
CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from sale of assets	372,175
Purchases of property and equipment	(314,812)
Net investment activity	559,287
NET CASH PROVIDED BY INVESTING ACTIVITIES	616,650
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on long-term debt	(135,916)
NET INCREASE IN CASH	973,495
CASH AT BEGINNING OF YEAR	6,211,514
CASH AT END OF YEAR	$ 7,185,009
SUPPLEMENTAL DISCLOSURE	
Cash Payments for Interest	$ 148,583

See Notes to Financial Statements

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

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

Depreciation
The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Estimated useful lives range from 3 to 40 years.

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

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

Income Taxes
Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2019, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Revenue
Revenue from federal, state and other sources is recognized in the period earned.

Client Service Revenue
The Center recognizes client service revenue in accordance with 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.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client Service Revenue (continued)
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, 2022 totaled $13,133,432, of which $12,953,918 was revenue from third-party payers and $179,514 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. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

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

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

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

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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.

The allowance for doubtful accounts was $930,000 and $1,071,000 for the years ended June 30, 2022 and 2021, respectively. Total patient accounts receivable increased to $1,382,449 as of June 30, 2022 from $1,130,488 at June 30, 2021. As a result of changes to payer mix present at year end the allowance as a percentage of total accounts receivable decreased to 67% from 95% of total patient accounts receivable.

Advertising
Advertising costs are expensed as incurred. Total costs were $68,619 at June 30, 2022 and consisted of $25,478 for recruitment and $43,141 for agency advertising.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

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

Approximately 88% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2022.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. For the year ended June 30, 2022, the Center has estimated that it missed all three MOE requirements with the MCO's and has estimated a total payback of $490,000 which is recorded as an accrued expense.

NOTE 3 PROPERTY AND EQUIPMENT

The Center elects to capitalize all purchases with a useful life of greater than one year and a cost of $2,000 or more. Property and equipment, at cost, consists of the following:

Land	$ 247,500
Buildings and improvements	6,342,023
Computer equipment	1,577,033
Furniture, fixtures and equipment	694,124
Vehicles	165,442
Artwork	26,925
Construction in progress	118,591
	9,171,638
Accumulated depreciation	(2,961,005)
NET BOOK VALUE	$ 6,210,633

NOTE 4 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

Due from clients	108,497
Receivable from insurance companies	465,944
Medicaid receivables	161,956
Medicare receivables	260,688
	997,085
Allowance for doubtful accounts	(930,000)
Total Receivable - Trade	67,085

NOTE 4 ACCOUNTS RECEIVABLE (continued)

ACCOUNTS RECEIVABLE – OTHER

Bridge Subsidy	24,973
HUD	17,645
BBH - Bureau of Behavioral Health	334,622
Concord Hospital	50,097
MCO Directed Payments	274,287
Other Grants and Contracts	54,102
Total Receivable - Other	755,726
TOTAL ACCOUNTS RECEIVABLE	$ 822,811

NOTE 5 LINE OF CREDIT

As of June 30, 2022, the Center had available a line of credit with an upper limit of $1,000,000 with a local area bank. At that date, $-0- had been borrowed against the line of credit. These funds are available at a variable rate of interest, with a floor no less than 4.0% per annum. The availability under this line will be limited to 70% of the current market value of the Vanguard Funds which have been pledged to the local area bank. This line of credit expires June 9, 2023.

NOTE 6 COMMITMENTS

The corporation leases real estate and equipment under various operating leases. Minimum future rental payments under non cancelable operating leases as of June 30, 2022 for each of the next three years and in the aggregate are:

June 30,	Amount
2023	$ 57,441
2024	44,141
2025	22,070

Total rent expense for the year ended June 30, 2022, including rent expense for leases with a remaining term of one year or less was $58,737.

NOTE 7 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a defined contribution 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2022 the total contributions into the plan were $125,760. Total administrative fees paid into the plan for the year ended June 30, 2022 were $11,233.

NOTE 8 LONG-TERM DEBT

As of June 30, 2022, long-term debt consisted of the following:

2.97% bond payable - Meredith Village Savings Bank due in monthly installments of $19,288 (principal and interest). Secured by building, due June, 2047.	$3,971,788
4.45% note payable - Meredith Village Savings Bank due in monthly installments of $3,427 (principal and interest). Secured by building, due November, 2040.	512,900
4.45% note payable - Meredith Village Savings Bank due in monthly installments of $993 (principal and interest). Secured by building due November, 2030.	83,481
	4,568,169
Less: Current Portion	(142,251)
Total long-term debt	4,425,918
Less: Unamortized debt issuance costs	(80,667)
Total Long-Term Debt net with Related Costs	$4,345,251

Expected maturities for the next five years and thereafter are as follows:

Year Ending June 30,	
2023	$ 142,251
2024	146,881
2025	151,803
2026	156,825
2027	162,021
Thereafter	3,808,388
	$ 4,568,169

The total amount of interest expense incurred during the year was $148,310, all of which was charged to expense for the year ended June 30, 2022.

NOTE 9 CONTINGENT LIABILITIES

The Center receives money under various State and Federal grants. Under the terms of these grants, the Center is required to use the money within the grant period for purposes specified in the grant proposal and is subject to compliance reviews and audits by the grantor agencies. It is the opinion of management that any liability, resulting from future grantor agency audits of completed grant contracts, would not be material in relation to the overall financial statements.

NOTE 10 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2022, the status of these funds were as follows:

	Cost	Unrealized Gain (Loss)	Market
Large Blend	$ 565,687	$ 280,359	$ 846,046
Health	370,307	36,468	406,775
Large Growth	179,004	(11,504)	167,500
Mid-Cap Value	256,900	162,938	419,838
Short-Term Bond	282,898	52,722	335,620
	$ 1,654,796	$ 520,983	$ 2,175,779

The related unrealized gain (losses) have been included in the investment income line on the accompanying statement of activities. Investment income is as follows:

Interest and Dividends	$ 28,142
Realized Gains	185,057
Unrealized Loss	(385,867)
	$ (172,668)

NOTE 11 FAIR VALUE MEASUREMENTS

Professional accounting standards require a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

NOTE 11 FAIR VALUE MEASUREMENTS (continued)

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under these professional accounting standards are described below:

Basis of Fair Value Measurement

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2022. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 12 CONCENTRATIONS OF CREDIT RISK

At June 30, 2022, the bank balance of cash deposits totaled $7,205,745 of which $351,390 was insured by Federal Deposit Insurance, $4,568,169 was offset by debt, and the remaining $2,286,186 was uninsured at June 30, 2022.

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, 2022 is as follows:

Due from clients	11 %
Insurance companies	47
Medicaid	16
Medicare	26
	100 %

NOTE 13 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2022 for general expenditures:

Cash	$ 6,695,009
Investments	2,175,779
Accounts receivable	822,811
	$ 9,693,599

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

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

NOTE 14 RISKS & UNCERTAINTIES

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

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 20, 2022 which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2022, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

The Lakes Region Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2022

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	$ 170,393	$ 524,500	$ (344,986)	$ (241,410)	$ 108,497
BLUE CROSS / BLUE SHIELD	63,370	849,007	(507,500)	(273,291)	131,586
MEDICAID	431,673	23,421,647	(11,928,411)	(11,762,953)	161,956
MEDICARE	203,912	1,388,378	(823,789)	(565,041)	260,688
OTHER INSURANCE	261,140	1,234,027	(679,441)	(424,140)	334,358
ALLOWANCE FOR DOUBTFUL ACCOUNTS	(1,071,000)	-	-	-	(930,000)
TOTAL	$ 59,488	$ 27,417,559	$ (14,284,127)	$ (13,266,835)	$ 67,085

The Lakes Region Mental Health Center, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2022

	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, 2022	$ 104,061	$ 1,276,456	$ (1,045,895)	$ 334,622

Analysis of Receipts Date of Receipt Deposit Date	Amount
07/15/21	$ 15,756
07/23/21	7,848
08/30/21	26,623
09/08/21	17,121
09/14/21	25,282
09/15/21	7,837
10/05/21	20,685
10/06/21	40,630
10/13/21	21,058
10/26/21	97,649
10/27/21	47,979
11/04/21	18,022
11/22/21	7,706
12/01/21	29,511
12/07/21	10,271
12/29/21	39,294
01/06/22	79,647
01/14/22	1,151
01/31/22	168,628
02/24/22	7,706
03/03/22	57,806
03/14/22	34,448
03/25/22	100,807
04/04/22	18,029
04/18/22	15,695
04/22/22	18,022
05/10/22	5,076
05/11/22	2,972
05/19/22	76,774
06/07/22	18,014
06/09/22	7,848
	$ 1,045,895

The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2022

	Total Agency	Admin.	Total Programs	Children	Multi -Service	ACT	Emergency Services	Apts. S.L. Summer	Apts. S.L. McGrath	Independent Housing	Other Mental Health	Non Eligible	Non BBH Funded Programs
Program Service Fees:													
Net Client Fee	$ 179,514	$ -	$ 179,514	$ 78,373	$ 39,632	$ (7,582)	$ 50,623	$ -	$ 5,866	$ -	$ 5,737	$ 8,865	$ -
Blue Cross/Blue Shield	341,507	-	341,507	136,054	147,275	5,495	37,092	-	-	-	8,083	7,508	-
Medicaid	11,493,236	-	11,493,236	3,035,564	7,119,410	688,109	340,656	80,952	94,185	-	125,425	8,935	-
Medicare	564,589	-	564,589	-	463,205	58,990	16,669	-	90	-	24,288	1,347	-
Other Insurance	554,586	-	554,586	111,770	286,198	23,676	91,440	-	-	-	30,546	10,956	-
Program Sales:													
Service	945,764	5,619	940,145	137,161	172,679	-	176,151	-	-	-	3,300	-	450,854
Public Support - Other:													
Local/County Government	140,813	-	140,813	-	-	-	117,720	-	-	-	-	23,093	-
Donations/Contributions	146,349	106,349	40,000	-	-	-	-	-	40,000	-	-	-	-
Other Public Support	224,671	14,796	209,875	85,817	62,135	11,554	23,349	4,104	7,352	10,165	4,622	777	-
Federal Funding:													
HUD Grant	148,465	-	148,465	-	-	-	-	41,979	106,486	-	-	-	-
Other Federal Grants	51,215	-	51,215	-	-	-	51,215	-	-	-	-	-	-
Rental Income	92,058	11,996	80,062	-	-	-	-	44,199	35,863	-	-	-	-
BBH & DS:													
Community Mental Health	1,276,456	32,121	1,244,335	5,258	5,389	237,500	760,249	-	-	216,237	19,702	-	-
Interest Income	769	769	-	-	-	-	-	-	-	-	-	-	-
Other Revenues	189,539	184,978	4,561	31	4,418	-	-	-	92	-	20	-	-
	16,349,531	356,628	15,992,903	3,590,028	8,300,341	1,017,742	1,665,164	171,234	289,934	226,402	221,723	59,481	450,854
Administration	-	(356,628)	356,628	80,055	185,090	22,695	37,132	3,818	6,465	5,049	4,944	1,326	10,054
TOTAL PUBLIC SUPPORT AND REVENUES	$ 16,349,531	$ -	$ 16,349,531	$ 3,670,083	$ 8,485,431	$ 1,040,437	$ 1,702,296	$ 175,052	$ 296,399	231,451	226,667	$ 60,807	460,908

The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2022

	Total Agency	Administration	Total Programs	Children	Multi-Service	ACT	Emergency Services	Apts. S.L. Summer	Apts. S.L. McGrath	Independent Housing	Other Mental Health	Non-Eligible	Non BBH Funded Programs
Personnel Costs:													
Salary and wages	$ 10,355,589	$ 1,029,929	$ 9,325,660	$ 1,904,642	$ 3,984,828	542,836	$ 1,136,487	$ 233,961	$ 256,713	$ 162,585	$ 361,366	$ 377,134	$ 365,108
Employee benefits	2,114,310	146,823	1,967,487	381,686	820,438	136,112	281,089	49,426	48,763	42,656	83,995	107,508	15,834
Payroll Taxes	700,076	81,876	618,200	132,617	276,647	38,577	68,604	13,335	12,413	9,867	26,346	27,116	14,678
Substitute Staff	59,352	-	59,352	-	59,352	-	-	-	-	-	-	-	-
PROFESSIONAL FEES AND CONSULTANTS:													
Accounting/audit fees	59,921	59,921	-	-	-	-	-	-	-	-	-	-	-
Legal fees	21,971	21,971	-	-	-	-	-	-	-	-	-	-	-
Other professional fees	463,365	77,971	385,394	58,373	93,565	21,236	35,557	70,782	79,365	5,051	10,574	8,919	1,972
Staff Devel. & Training:													
Journals & publications	3,337	181	3,156	538	1,500	230	277	40	60	40	83	63	325
In-Service training	30,736	5,545	25,191	5,454	10,761	2,039	3,415	541	785	488	976	732	-
Conferences & conventions	64,022	3,503	60,519	24,143	24,440	2,120	2,858	330	673	395	5,022	538	-
Other staff development	22,239	1,684	20,555	5,889	9,086	342	517	74	111	2,274	150	1,224	888
Occupancy costs:													
Rent	18,231	4,208	14,023	2,214	4,429	738	2,214	1,624	1,624	295	295	590	-
Mortgage (interest)	148,311	36,342	111,969	47,379	54,869	4,846	-	-	-	-	2,438	2,437	-
Heating Costs	27,269	3,135	24,134	4,171	4,885	448	401	6,660	6,884	53	290	344	-
Other Utilities	64,560	10,607	53,953	14,841	16,247	1,406	-	9,491	10,310	-	829	829	-
Maintenance & repairs	237,162	47,994	189,168	57,140	65,573	6,821	6,316	17,176	25,371	235	2,918	7,618	-
Taxes	1,967	1,579	388	166	188	22	-	-	-	-	6	6	-
Consumable Supplies:													
Office	27,949	7,360	20,589	5,931	8,218	1,145	2,329	165	559	381	515	1,346	-
Building/household	23,658	1,954	21,704	4,845	7,515	1,559	2,556	419	3,117	364	749	580	-
Medical	6,412	24	6,388	728	5,516	32	56	8	12	8	16	12	-
Other	49,855	9,802	40,053	9,080	12,611	1,943	5,963	2,058	4,474	700	1,003	2,221	-
Depreciation-Equipment	230,200	13,575	216,625	45,625	95,503	16,116	28,674	5,214	7,130	4,078	7,964	6,321	-
Depreciation-Building	217,654	47,491	170,163	60,117	66,449	6,332	-	6,139	25,154	-	2,986	2,986	-
Equipment rental	40,506	3,942	36,564	10,314	14,763	2,665	4,160	594	891	594	1,440	1,143	-
Equipment maintenance	(2,822)	(175)	(2,647)	(599)	(1,007)	(234)	(409)	(58)	(88)	(58)	(112)	(82)	-
Advertising	68,619	5,647	62,972	14,065	24,039	5,301	9,096	1,156	1,679	1,268	3,163	2,685	520
Printing	140	8	132	31	50	11	20	3	4	3	6	4	-
Telephone/communications	261,419	19,221	242,198	61,143	78,576	15,374	42,410	10,582	10,957	2,964	7,249	12,801	342
Postage/shipping	9,851	617	9,234	2,369	3,616	701	1,225	175	263	175	399	311	-
Transportation:													
Staff	135,381	2,391	132,990	27,192	64,659	19,862	1,852	1,259	1,729	15,041	1,134	234	28
Clients	13,371	416	12,955	-	12,955	-	-	-	-	-	-	-	-
Assist to Individuals:													
Client services	26,407	-	26,407	8,194	15,699	-	-	544	1,970	-	-	-	-
Insurance:													
Malpractice/bonding	17,574	1,059	16,515	3,849	6,339	1,400	2,457	353	525	352	702	535	3
Vehicles	7,612	109	7,503	327	6,084	109	327	240	240	44	44	88	-
Comp. Property/liability	110,132	19,127	91,005	29,658	34,767	3,939	2,799	7,466	7,697	387	2,197	2,095	-
Membership Dues	54,138	3,674	50,464	11,694	19,135	4,252	7,441	1,313	1,845	1,063	2,126	1,595	-
Other Expenditures	51,173	42,626	8,547	1,717	2,666	548	1,026	834	927	189	325	315	-
	15,741,650	1,712,140	14,029,510	2,935,533	5,904,961	836,826	1,649,697	441,904	512,157	251,492	527,194	570,048	399,698
Admin. Allocation	-	(1,712,140)	1,712,140	358,248	720,633	102,125	201,327	53,929	62,501	30,692	64,338	69,566	48,779
TOTAL PROGRAM EXPENSES	$ 15,741,650	$ -	$ 15,741,650	$ 3,293,781	$ 6,625,594	938,951	$ 1,851,024	$ 495,833	$ 574,658	$ 282,184	$ 591,532	$ 639,616	$ 448,477

Lakes Region Mental Health Center

The Lakes Region Mental Health Center, Inc.
Board of Directors
May, 2023

POSITON	NAME
President	Laura LeMein
Vice President	Peter J. Minkow
Treasurer	Kyril Mitchell
Secretary	Rev. Judith Wright
Member-At-Large	Patricia Bailey
Member-At-Large	Marsha Bourdon
Member-At-Large	Erin Crangle
Member-At-Large	Kim DiSalvo
Member-At-Large	Samantha Kokua
Member-At-Large	Ann Nichols
Member-At-Large	Steve Orton
Member-At-Large	Deborah Pendergast
Member-At-Large	Matt Soza
Member-At-Large	Jannine Sutcliffe
Member-At-Large	Gloria Thorington

40 Beacon Street East, Laconia, NH 03246 * Tel 603-524-1100 * Fax 603-528-0760 * www.lrmhc.org

Margaret M. Pritchard, BS, MS

Objective: Promoting the expansion and integration of health care in New Hampshire

Lakes Region Mental Health Center, Laconia, NH **2007-Present**
Chief Executive Officer
LRMHC is one of ten community mental health centers in New Hampshire. Established in 1966 the center serves approximately 4,000 patients annually with approximately 190 staff and a $13 million dollar budget.

- Responsible for the overall administration, planning, development, coordination and evaluation of all operations of the agency
- Responsible for all contract development and negotiations
- Ensures a successful, client-oriented community mental health organization
- Has oversight responsbility for the financial viability and legal obligations of LRMHC
- Organizational strategy and planning with senior leadership and board of directors
- Lead advocate for federal and state legislation, company spokesperson
- SAMSHA Grant – integrated care established in partnership with two local FQHC(s)
- Oversaw $5.1 million dollar purchase and renovation of facility

Community Partners, Dover **2001-2007**
Chief Operating Officer
Community Partners is a non-profit organization designated by the State of New Hampshire as the Community Mental Health Center and the Area Agency for Developmental Services for Strafford County, NH. The agency offers an array of services to individuals and families along with early supports and services for infants and young-children with developmental disabilities.

- Implemented and maintained a cohesive corporate identity between two previously separate organizations
- Responsible for incorporating $7 million dollar CMHC operations into an existing developmental services agency
- Establish and monitor revenue projects for all mental health services
- Clinical oversight of all medical and psychiatric services

Genesis Behavioral Health, Laconia, NH (Known now as LRMHC – see above) **2000-2001**
Director, Clinical Operations

- Established multidisciplinary teams and set standards of care
- Monitored contractor agreements and MOU(s)
- Established revenue projections for $5 million dollar operation
- Supervised all clinical directors and program development
- Served on community boards and committees
- Recruitment of medical staff

Riverbend Community Mental Health Center, Concord, NH **1994-2000**
Director, Community Support Program
Riverbend was founded in 1963 and is one of ten community mental health centers in New Hampshire. Riverbend is an affiliate of Capital Region Health Care and is a member of the NH Community Behavioral Health Association.

- Established and ensured full range of services for adults with psychiatric disabilities
- Developed programmatic policies and procedures with Quality Assurance Department
- Established productivity expectations consistent with budget target of approximately $4 million dollars
- Monitored and implemented quality assurance standards to satisfy regulators including NH DBH, Medicaid, Medicare, NHHFA. etc
- Established an office of consumer affairs and created a committee of consumers and staff to give feedback and direction relative to department performance

Greater Manchester Mental Health Center, Manchester, NH **1992-1994**
Director, Emergency Services
Greater Manchester Mental Health Center is a private, nonprofit community mental wellness center. Since 1960, GMMHC has been serving children, teens, adults and seniors from the greater Manchester area, providing help and treatment regardless of age, diagnosis or ability to pay.

- Managed the 24-hour emergency care and psychiatric assessments
- Provided crisis intervention and emergency care to people in acute distress
- Recruited, trained and supervised department personnel
- Liaison to local police, hospitals, homeless shelters and refugee centers

Manager: Crisis Care Unit/SRO/Respite Care/Shared Apartment Program **1982-1985**

- Supervised and trained direct care staff, implementing treatment related to independent living skills and community-based living
- Screened and assessed patients for appropriate services and placement
- Liaison with local housing authority and police
- Wrote and implemented residential service plans for 40 psychiatrically disabled adults

Community Council of Nashua, Nashua, NH **1989-1992**
Director, Community Education (Known now as The Greater Nashua MHC & Community Council)
Established in 1920 as a welfare office and then as a community mental health center in 1967. This was a newly created positon which focused on building community bridges with the organization.

- Developed and implemented agency-wide staff development plan
- Authored grants and responded to RFP's for special projects promoting education and prevention services
- Developed a curriculum with NAMI-NH to support parents of adult children with SPMI/SMI

NE Non-Profit Housing, Manchester, NH **1986-1989**
Social Worker
The agency mission was to develop and expand low income housing options in the greater Manchester area.

- Property management and general contractors for CDBH/"Mod Rehab" housing projects
- Co-authored grant for $2.5 million dollar HUD grant for "Women in Transition"
- Conducted housing inspections and worked with code department and local authority to assure compliance standards

Region IV Area Agency, Concord **1986**
Case Manager
Designated by NH Department of Developmental Services in the capital region serving the needs of individuals and families affected by cognitive impairments.

- Developed and monitored treatment plans for 25 developmentally disabled adults

Education:

1998-2000	New England College	Henniker, NH
	MS Community Mental Health Counseling	
1996	Graduated NH Police Standards & Training	
	Part-time Police Officer	
1977-1981	SUNY Brockport	Brockport, NY
BS Social Work		

Interests: Granite State Critical Incident Street Management Vice President & Coordinator
Navigating Recovery of the Lakes Region – Board Member
Community Health Services Network – Board President

Vladimir Jelnov, MD

Summary of expertise:
Fifteen years of clinical experience as a psychiatrist (Russia).
Seven years of supervision, training and program coordination experience.
Fourteen years experience in USA (including four year residency program)

EDUCATION

Novosibirsk State Medical Academy, Novosibirsk, Russia	*Medical student*	*09 / 72 - 07 / 78*
Novosibirsk State University, Novosibirsk, Russia	*Psychology student*	*10 / 93 - 02 / 95*

POSTGRADUATE TRAINING

Elmhurst Hospital Center, Mt. Sinai Medical school, NYC	*Internship/ residency, psychiatry*	*07/03 – 07/07*
Central Research Institute for Medical Doctors, S. Petersburg, Russia	*Postdoctoral clinical training*	*09/84 – 12/84*
State Psychiatric Institute, Moscow,	*Postdoctoral clinical training*	*06/83 – 07/83*
State Psychoneurologic Institute, S. Petersburg, Russia	*Postdoctoral dissertation*	*08 / 84 - 05 / 85*

HOSPITAL AND CLINIC APPOINTMENTS

State Psychiatric Hospital, Novosibirsk, Russia	Attending Psychiatrist, short term inpatient	03/80 - 12/82
Novosibirsk City Hospital #2	Attending Psychiatrist; outpatient clinic	12/82-02/84
Regional Psychiatric Emergency Mobil Team, Novosibirsk, Russia	Part time, Attending Psychiatrist	3/82-10/84
Novosibirsk City Psychoneurological Dispensary	Chief of Psychotherapy Division; evaluation & treatment adults with mental problems; clinical & administrative supervision for staff, program development, training & education.	02/84 – 12/87
Novosibirsk Municipal Department of Mental Health	Senior Supervisor for Psychotherapy Division	02/84 – 12/87
Center for Psychological Help Novosibirsk	Clinical Director, evaluation & treatment adults with mental problems; clinical and administrative supervision for staff, program development, training and	12/87 – 04/93

	education.	
Private practice, Novosibirsk, Russia	Psychiatric drug therapy and individual and group psychotherapy for adults	10/90-3/93
State University, Novosibirsk, Russia	Assistant Professor; Mental Health setting: theory and practice	9/90-3/92
New Hope Guild Mental Health Center, NYC	Senior counselor	10/96-3/98
Christ Hospital/International Institute of N.J., counseling center Jersey City, NJ	Clinical Director; clinical and administrative supervision for staff, program development, training and education	3/97- 6/03
Jersey City Medical Center Psychiatric Emergency Room, Jersey City, NJ	Part time, Senior primary therapist	3/01-10/01
Coney Island Hospital, Brooklyn, NY	Attending psychiatrist; psychiatric emergency room	09/07-1/08
Jersey City Medical Center Jersey City, NJ	Attending psychiatrist, inpatient unit	11/07-12/09
Lakes Region Mental Health Center Laconia, NH	Medical Director	1/10 - present

KIMBERLY GOLDBERG

[redacted]

Clinical Mental Health Counselor-NH State License #2386

EXPERIENCE

02/2021 – PRESENT

DIRECTOR OF ACUTE SERVICES, LAKES REGION MENTAL HEALTH CENTER

Provide leadership and oversight for the Mobile Crisis and Emergency Services programs. Provide weekly or biweekly direct clinical supervision to staff. Train new staff and provide ongoing training as needed. Assure compliance with all state and federal rules. Provide on-call coverage for supervision needs for staff. Provide training for all new agency staff on the Acute Services programs and C-SSRS. Serve as liaison between Acute Services and other agency programs. Maintain credentialing for hospitals and state licensure as needed. Develop and overseeing the budget for the Acute Services programs. Develop and monitor outcome measures for patient resiliency and recovery. Communicate with outside resources related to programs such as hospitals and schools. Attend community and agency meetings. Provide community outreach and training

06/2020 – 02/2021

ASSISTANT DIRECTOR OF ACUTE AND SHORT-TERM SERVICES, LAKES REGION MENTAL HEALTH CENTER

Provide leadership and oversight for programs as directed by ASTS Director. Provide daily, direct supervision to clinicians as well as weekly or biweekly clinical supervision. Assist Director with administrative tasks such as scheduling. Train all new staff and provide ongoing training as needed. Assist Director with weekend and night coverage. Provide on-call coverage for supervision needs for clinicians. Provide training for all new agency staff on Emergency Services and C-SSRS. Maintain credentialing for hospitals as needed. Assists the Director in developing and overseeing the budget for the program. Provide coordination of emergency services. Develop and monitor outcome measures for patient resiliency and recovery. Cover clinical shifts as needed. Communicate with outside resources related to programs such as hospitals and schools. Attend community and agency meetings.

08/2018 – 06/2020

COORDINATOR OF ACUTE AND SHORT-TERM SERVICES, LAKES REGION MENTAL HEALTH CENTER

Provide daily, direct supervision to clinicians as well as weekly or biweekly clinical supervision. Assist Director with administrative tasks such as scheduling. Train all new staff and provide ongoing training as needed. Assist with weekend and night coverage. Provide on-call coverage for supervision needs for clinicians. Provide training for all new agency staff on Emergency Services and C-SSRS. Maintain credentialing for hospitals as needed. Provide coordination of emergency services.

02/2017 – 08/2018

EMERGENCY SERVICES FACILITATOR, LAKES REGION MENTAL HEALTH CENTER

Administrative duties including creating monthly schedules for clinicians. Train all new staff and provide ongoing training as needed. Complete assessments and make referrals to inpatient hospitals as needed. Schedule stabilization appointments for clients as needed. Communicate with client's treatment teams to assure follow up care. Gain collateral from outside sources to assure clients safety when discharging from the hospital. Communicate with hospital staff regarding clients disposition and treatment plan. Assist hospital staff with communication and de-escalation of clients. Assist with stabilization appointments. Obtain pre-certifications from insurance companies as needed by inpatient hospitals. Maintain credentialing for hospitals as needed. Assist supervisor with administrative tasks such as scheduling and training new employees. Assist supervisor with weekend and night coverage. Cover extra shifts as needed for department coverage.

02/2016 – 02/2017

EMERGENCY SERVICES CLINICIAN, LAKES REGION MENTAL HEALTH CENTER

Responsibilities include meeting with clients of all ages in the Emergency Department to assess for safety. Complete assessments and make referrals to inpatient hospitals as needed. Schedule stabilization appointments for clients as needed. Communicate with clients' treatment teams to assure follow up care. Gain collateral from outside sources to assure clients' safety when discharging from the hospital. Communicate with hospital staff regarding clients_ disposition and treatment plan. Assist hospital staff with communication and de-escalation of clients. Assist with stabilization appointments. Obtain pre-certifications from insurance companies as needed by inpatient hospitals. Maintain credentialing for hospitals as needed.

04/2013 – 09/2015

MILIEU CLINICIAN, BECKET FAMILY OF SERVICES

Responsibilities included one-hour minimum of individual therapy weekly per client, carrying a caseload of between 10-20 clients. Counseled adjudicated youth, all males, ages 13-22 with significant trauma histories, dual diagnosis, as well as substance use issues. Facilitated group therapy 3 times a week with the outdoor education adventure based therapy program as well as psycho-education groups in house throughout the week. Provided family therapy as needed throughout the week on some cases that involved complex trauma. Other duties included facilitating and writing individual treatment plans every 3 months as well as administering CAFAS assessments every 90 days, writing psychosocial assessments, completing intake paperwork with referral sources, maintaining contact with family members, JPPOS, and DCF/DCYF workers weekly. Therapeutic techniques include the use of Motivational Interviewing, Reality Therapy, EMDR, TFCBT, DBT, CBT, as well as examining the stages of development and the impact that trauma has on overall level of functioning while using ARC principles.

EDUCATION

08/2013

MASTER OF SCIENCE-MENTAL HEALTH COUNSELING, NEW ENGLAND COLLEGE

05/2005

BACHELOR OF SCIENCE-PSYCHOLOGY, PLYMOUTH STATE UNIVERSITY

SKILLS

- SASSI and SASSI-A2 certified
- CAFAS Certified
- EMDR Certified
- Connect Suicide Prevention Trainer
- ARC Trauma Informed Treatment Certified
- TCI Certified
- C-SSRS trained
- Zero Suicide Trained
- Adult Mental Health First Aid Trained

ACTIVITIES

In addition to the trainings above I am also part of the Granite State Critical Incident Stress Debriefing team which strives to provide debriefing and support to Emergency Services personnel. Similarly, I am part of the NH Disaster Behavioral Health Response Team which responds to the behavioral health needs of New Hampshire residents following disasters.

M

Tami Hayhurst, PMHNP

Board Certified Psychiatric Nurse Practitioner, June 2019. Certified to work with patients across the lifespan from pediatrics to geriatrics, inpatient and outpatient settings. Passionate and caring, this career has given me purpose. Working with the mental health population is the most rewarding work I have ever done and am proud to continue my work with this underserved population.

EXPERIENCE

Lakes Region Mental Health Center
July 2019 - Current

- Current APRN on Emergency Service team, attending to patients of all ages in acute crisis in the emergency room setting. Also completing psychiatric consultation to patients with varied medical conditions also exhibiting mental health symptoms with appropriate medication management.
- PMHNP working with adult population of acutely and chronically mentally ill patients. Working with established patients as well as initial evaluations and developing treatment plans. Collaborating with the treatment team to provide a more integrative approach to wellness. Team consists of therapists, case managers, supportive employment, nursing, housing, and medical assistants. All team members are crucial as our patients manage their mental health. I find team collaboration essential in supporting our patients.
- Inpatient work as covering provider at Franklin DRF (designated receiving facility). This unit has capacity for 10 patients and is typically at capacity. Weekend coverage includes on 3call from 5pm friday evening till 8am monday morning where there are multiple hospitals covered for psychiatric ES. On saturdays and sundays, coverage and rounds are provided to inpatient psychiatric population including admissions, discharges, and ongoing care.
- Suboxone license current. Currently work with large populations of patients who struggle with SUD and comorbidities. .
- In September of 2021, I transitioned to Emergency services. In this position, I work with patients in acute crisis requiring mental health evaluations, stabilizations, and medication adjustments while patients wait for more intensive inpatient services. In this role, I also do hospital consultations on med surg, ICU, ED hold, and wherever a hospitalists requests psychiatric evaluations.

Rivier University PMHNP Program Clinical Placements

- **New Hampshire Hospital, Concord, NH, Spring 2018.** Clinical placement on Intensive short stay unit targeting individuals ages

Certifications

- PMHNP
- CPR
- National School Nurse
- DEA, suboxone licensed.

18 and older presenting in an exacerbated mental health state requiring stabilization. Skills acquired during this placement included assessment, diagnostic, documentation, and developing treatment plan. Mentored by the preceptor, I performed complete initial psychiatric evaluations as well as follow up evaluations. I was able to collaborate with my preceptor to determine appropriate medication management plan. I enhanced my documentation skills to grow from nursing notes to provider notes. I was able to follow the legal process of mental health including involuntary admissions, extension of stays, and conditional releases. I was able to join in on numerous group therapy sessions on the ward and engage with patients through the process of treatment.

- **Riverbend Community Mental Health Center, Concord, NH, Fall 2018.** Clinical placement in a mental health community center working alongside preceptor. Patients seen during this period included geriatrics, developmentally delayed, and incarcerated population. Exposure to forensic psychiatry and ability to interview incarcerated patients was developed. Continued to sharpen documentation skills as well as assessment and diagnostic skills. Constant collaboration with my preceptor allowed me to learn how to develop a treatment plan with initial psychiatric evaluations. Management and reduction of polypharmacy among the geriatric population was common during the daily 12-14 patient appointments daily.
- **Lakes Region Mental Health Center, Laconia, NH, Spring 2019.** Clinical placement working with child psychiatrist who sees approximately 12-15 patients daily ages 3-18. Exposure to common pediatric and adolescent mental health issues, and medication management for these conditions. Preceptor was excellent in his teaching skills allowing time in between patients to discuss rationales for treatment plan and reasons for certain diagnoses. Learned great interview skills during this time. Lso was able to learn how to manage the parent/child dynamic as a provider.
- **Vista Family Psychiatry, Nashua, NH, Spring 2019.** Clinical placement working with children, adolescents, and adults in the private practice setting. Continued development of interview skills, diagnostic skills, and treatment planning. Wide range of mental health conditions evaluated, often complicated by medical conditions. Collaboration with outside counselors, schools, doctors, and DCYF. Documentation done on HIPPA protected electronic health record.

City of Lowell Health Department

November 2006 - June 2019

School nurse working with chronic and acutely ill school aged population as well as the adult staff and visitors. Triage assessment for healthy children done routinely as is medication management, diabetic management, asthma management, and other chronic illnesses addressed. Strong mental health based assessment skills and referrals. Collaborates with school staff including but not limited to social workers, teachers, psychologists, speech therapists, physical therapists, and occupational therapists. Mental health assessments, triage, and referrals related to diagnosis that include ADHD, depression, conduct disorder, ODD, bipolar disorder, schizophrenia, and anxiety. Frequent assessment of adolescent at risk for self injurious behavior or suicide.

Accurate documentation kept on all students. Communication with primary care providers and specialists done on a routine basis. Strong advocate of health promotion.

City of Lowell, School Department

June 2011 - August 2018

Summer school special education nurse attending to between 200-300 students in grade prek-8th grade with highly intensive special care needs. Work with nonverbal, behaviorally challenged, and mental health needy population. Work with ASD, cerebral palsy, and blind children included. Feeding assistance, g-tube feed administration, wound care, medication management, triage, etc.

Lowell VNA

May 2003 - October 2006

Home health nurse for population 3 days to geriatrics.

Home Health VNA

December 2001 -May 2003

Home health nurse providing care to the homebound patients in Lawrence and surrounding areas including prenatal and postpartum mothers, wound care following c-sections, wound care, monitoring preterm infants, and chronically ill children.

Lowell General Hospital

May 2000 - December 2001

Pediatric Inpatient nurse for population 3 days to 18 years. Tending to acute and chronically ill children from the surrounding community. Administering medication orally, SC, IM, and IV. Starting IV for IV therapy for hydration and medication. Tending to surgical day pediatric patients.

EDUCATION

University of Massachusetts, Lowell, MA — *BSN*

January 1997 - May 2000

Bachelor in science obtained May 2000.

Rivier, Nashua, NH — MSN obtained 2019

September 2016 -May 2019.

Completion of PMHNP program May 2019. Graduated program with 3.9 GPA. Intention of taking PMHNP boards in June 2019.

References

Available upon request

Contractor Name: The Lakes Region Mental Health Center
SS-2024-DBH-01-MENTA-03
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Margaret M. Pritchard	Chief Executive Officer	$0 (Indirect)
Vladimir Jelnov, MD	Chief Medical Officer	$0 (Indirect)
Kimberly Goldberg	Director, Acute Care Services	$60,000
Tami Hayhurst	APRN	$80,000

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-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 PO Box #2032, N. Main Street Concord, NH 03302-2032	
1.5 Contractor Phone Number (603) 226-7505	1.6 Account Number 05-95-92-922010-(4117, 4121, 1909) 05-95-92-921010-2053 05-95-42-421010-2958	1.7 Completion Date 6/30/2025	1.8 Price Limitation $4,974,550
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Lisa Madden 83068E16890E4CC... Date: 5/25/2023		1.12 Name and Title of Contractor Signatory Lisa Madden President & CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C83442... Date: 5/25/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74873484941460		On: 5/27/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS LKM
Date 5/25/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DS UM

Date 5/25/2023

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT A

Revisions to Standard Agreement 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 and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

   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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.3. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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
Mental Health Services

EXHIBIT B

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 4.

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

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

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2. System of Care for Children's Mental Health

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. Children's Intensive Community Based Services

4.1. The Contractor shall use the Child and Adolescent Needs and Strengths (CANS) assessment to determine the appropriate level of collaborative care and which children's intensive community based services are most appropriate.

4.2. The Contractor shall provide children's intensive community based services to children diagnosed with a serious emotional disturbance (SED), with priority given to children who:

4.2.1. Have a history of psychiatric hospitalization or repeated visits to hospital emergency departments for psychiatric crisis;

4.2.2. Are at risk for residential placement;

4.2.3. Present with significant ongoing difficulties at school;

4.2.4. Are at risk of interaction with law enforcement; and/or

4.2.5. Have a history of repeated engagement with Rapid Response.

4.3. The Contractor shall provide children's intensive community based services as needed through a full array of services as defined in New Hampshire Administrative Rule He-M 426, Community Mental Health Services, which include, but are not limited to:

4.3.1. Functional Support Services (FSS).

4.3.2. Individual and family therapy.

4.3.3. Medication services.

4.3.4. Targeted case management (TCM) services.

4.3.5. Supported education.

4.4. The Contractor shall provide a minimum of six (6) up to a maximum of ten (10) hours of children's intensive community based services per week for each eligible individual, as defined in New Hampshire Administrative Rule He-M 426, ensuring more intensive services are provided during the first twelve (12) weeks of enrollment.

4.5. The Contractor shall screen adolescent clients for substance use using one or more tools, as appropriate, that include, but is not limited to:

4.5.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFFT) screening tool for individuals age twelve (12) years and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.

4.5.2. The Global Appraisal of Individual Needs – Short Screener (GAIN-SS), which is used by school based clinicians for clients referred for substance use.

4.6. The Contractor shall provide children's intensive community based services to clients and their families to ensure access to an array of community mental health services that include community and natural supports, which effectively support the clients and their families in the community, in a culturally competent manner.

4.7. The Contractor shall conduct and facilitate weekly children's intensive community based team meetings in order to communicate client and family needs and discuss client progress.

5. System of Care Grant (SoC) Activities with the New Hampshire Department of Education (NH DOE)

5.1. The Contractor shall participate in local comprehensive planning processes with the NH DOE, on topics and tools that include, but are not limited to:

5.1.1. Needs assessment.

5.1.2. Environmental scan.

5.1.3. Gaps analysis.

5.1.4. Financial mapping.

5.1.5. Sustainability planning.

5.1.6. Cultural linguistic competence plan.

5.1.7. Strategic communications plan.

5.1.8. SoC grant project work plan.

5.2. The Contractor shall participate in ongoing development of a Multi-Tiered System of Support for Behavioral Health and Wellness (MTS-B) within participating school districts.

5.3. The Contractor shall utilize evidence based practices (EBPs) that respond to identified needs within the community including, but not limited to:

5.3.1. MATCH-ADTC.

5.3.2. All EBPs chosen for grant project work that support participating school districts' MTS-B.

5.4. The Contractor shall maintain and strengthen collaborative, working relationships with participating school districts within the region which includes, but is not limited to:

5.4.1. Developing and utilizing a facilitated referral process.

5.4.2. Co-hosting joint professional development opportunities.

5.4.3. Identifying and responding to barriers to access for local families and youth.

5.5. The Contractor shall maintain an appropriate full time equivalent (FTE) staff who is a full-time, year-round School and Community Liaison. The Contractor shall:

5.5.1. Ensure the FTE staff is engaging on a consistent basis with each of the participating schools in the region in person or by remote access to support program implementation;

5.5.2. Hire additional staff positions to support effective implementation of a System of Care.

5.6. The Contractor shall provide appropriate supervisory, administrative and fiscal support to all project staff dedicated to SoC Grant Activities.

5.7. The Contractor shall designate staff to participate in locally convened District Community Leadership Team (DCLT) and all SoC Grant Activities-focused meetings, as deemed necessary by either NH DOE or the Department.

5.8. The Contractor shall actively participate in the SoC Grant Activities evaluation processes with the NH DOE, including collecting and disseminating qualitative and quantitative data, as requested by the Department.

5.9. The Contractor shall conduct National Outcomes Measures (NOMs) surveys on all applicable tier 3 supports and services to students and their families at the SoC grant project intervals, including baseline, 6 months and upon discharge.

5.10. The Contractor shall abide by all federal and state compliance measures and ensure SoC grant funds are expended on allowable activities and expenses, including, but not limited to a Marijuana (MJ) Attestation letter.

5.11. The Contractor shall maintain accurate records of all in-kind services from non-federal funds provided in support of SoC Grant Activities, in accordance with NH DOE guidance.

6. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)

6.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

6.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

6.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

7. Division for Children, Youth and Families (DCYF)

7.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

7.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

8. Crisis Services

8.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

8.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

8.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

8.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

8.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

8.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

8.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

8.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

8.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

8.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

8.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

8.7.2. One (1) peer.

8.7.3. Telehealth access, and on-call psychiatry, as needed.

8.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

8.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

8.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

8.10.1. The location of the crisis.

8.10.2. The safety plan either developed over the phone or on record from prior contact(s).

8.10.3. Any accommodations needed.

8.10.4. Treatment history of the individual, if known.

8.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

8.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

8.11.2. Does not fulfill emergency medication refills.

8.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

8.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

8.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

8.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

8.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

8.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

8.16.1. Face-to-face assessments.

8.16.2. Disposition and decision making.

8.16.3. Initial care and safety planning.

8.16.4. Post crisis and stabilization services.

8.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

8.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

8.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

8.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

8.19.1.1. In or at the individual's home.

8.19.1.2. Community settings.

8.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

8.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

8.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

8.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

8.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

8.19.6.1. Obtaining the individual's mental health history including, but not limited to:

8.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

8.19.6.1.2. Substance misuse.

8.19.6.1.3. Social, familial and legal factors;

8.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

8.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

8.19.6.4. Conducting a mental status exam.

8.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

8.19.7.1. Staying in place with:

8.19.7.1.1. Stabilization services.

8.19.7.1.2. A safety plan.

8.19.7.1.3. Outpatient providers;

8.19.7.2. Stepping up to crisis stabilization services or apartments.

8.19.7.3. Admission to peer respite or step-up/step-down program.

8.19.7.4. Admission to a crisis apartment.

8.19.7.5. Voluntary hospitalization.

8.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

8.19.7.7. Medical hospitalization.

8.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

8.20.1. Promoting recovery.

8.20.2. Building upon life, social and other skills.

8.20.3. Offering support.

8.20.4. Reviewing crisis and safety plans.

8.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

8.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

8.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

8.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

8.21.3. Provided in the individual and family home, if requested by the individual;

8.21.4. Implemented using methods that include, but are not limited to:

8.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

8.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

8.21.4.2.1. Cognitive Behavior Therapy (CBT).

8.21.4.2.2. Dialectical Behavior Therapy (DBT).

8.21.4.2.3. Solution-focused therapy.

8.21.4.2.4. Developing concrete discharge plans.

8.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

8.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

8.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

8.22.1. Ensure outreach and educational activities may include, but are not limited to:

8.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

8.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

8.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

8.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

8.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

8.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

8.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

8.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

8.22.2.4. Coordinating with homeless outreach services.

8.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

8.23.1. Determine availability of the Rapid Response Teams;

8.23.2. Facilitate response of dispatched teams; and

8.23.3. Resolve the immediate crisis episode.

8.24. The Contractor shall maintain connection to the designated resource tracking system.

8.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

8.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

8.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

8.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

8.26.2.1. Number of unique individuals who received services.

8.26.2.2. Date and time of mobile arrival; and

8.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

8.26.3.1. Diversions from hospitalizations.

8.26.3.2. Diversions from Emergency Rooms.

8.26.3.3. Services provided.

8.26.3.4. Location where services were provided.

8.26.3.5. Length of time service or services provided.

8.26.3.6. Whether law enforcement was involved for safety reasons.

8.26.3.7. Whether law enforcement was involved for other reasons.

8.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

8.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

8.26.3.10. Outcome of service provided, which may include but is not limited to:

8.26.3.10.1. Remained in home.

8.26.3.10.2. Hospitalization.

8.26.3.10.3. Crisis stabilization services.

8.26.3.10.4. Crisis apartment.

8.26.3.10.5. Emergency department.

8.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

8.28. The Contractor shall provide four (4) Community Crisis Beds in an apartment setting, which serve as an alternative to hospitalization and/or institutionalization. The Contractor shall ensure:

8.28.1. Admissions to an apartment for Community Crises Beds are for providing brief psychiatric intervention in a community based environment structured to maximize stabilization and crisis reduction while minimizing the need for inpatient hospitalization;

8.28.2. Community Crisis Beds in an apartment:

8.28.2.1. Include no more than two (2) bedrooms per crisis apartment;

8.28.2.2. Are operated with sufficient clinical support and oversight, and peer staffing, as is reasonably necessary to prevent unnecessary institutionalization;

8.28.2.3. Have peer staff and clinical staff available to be onsite, 24 hours per day, seven days per week, whenever necessary, to meet individualized needs;

8.28.2.4. Are available to individuals 18 years and older on a voluntary basis and allow individuals to come and go from the apartment as needed to maintain involvement in and connection to school, work, and other recovery-oriented commitments and/or activities as appropriate to the individual's crisis treatment plan;

8.28.2.5. Are certified under New Hampshire Administrative Rule He-M 1000, Housing, Part 1002, Certification Standards for Behavioral Health Community Residences, and include:

8.28.2.5.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;

8.28.2.5.2. Specific sleeping area designated for each individual;

8.28.2.5.3. Common areas shall not be used as bedrooms;

8.28.2.5.4. Storage space for each individual's clothing and personal possessions;

8.28.2.5.5. Accommodations for the nutritional needs of the individual; and

8.28.2.5.6. At least one (1) telephone for incoming and outgoing calls.

8.28.3. Crisis intervention, stabilization services, and discharge planning services are provided by the members of the rapid response team as clinically appropriate;

8.28.4. Ongoing safety assessments are conducted no less than daily;

8.28.5. Assistance with determining individual coping strengths in order to develop a crisis treatment recovery plan for the duration of the stay and a post-stabilization plan;

8.28.6. Coordination and provision of referrals for necessary psychiatric services, social services, substance use services and medical aftercare services;

8.28.7. An individual's stay at a crisis apartment is for no more than seven consecutive (7) days, unless otherwise approved in writing by the Department;

8.28.8. Transportation for individuals is provided from the site of the crisis to the apartment and to their home or other residential setting after stabilization has occurred;

8.28.9. Any staff member providing transportation has:

8.28.9.1. A valid driver's license;

8.28.9.2. A State inspected vehicle; and

8.28.9.3. Proof of vehicle insurance;

8.28.10. Provision of a list of discharge criteria from the crisis apartments and related policies and procedures regarding the apartment beds to the Department within thirty (30) days of the contract effective date for Department approval;

8.28.11. Peer Support Specialists engage individuals through methods including, but not limited to Intentional Peer Support (IPS); and

8.28.12. Reports are submitted to the Department for Crisis Apartments through the Phoenix reporting system that includes, but is not limited to:

8.28.12.1. Admission and Discharge Dates.

8.28.12.2. Discharge disposition (community or higher level of care).

8.28.12.3. Number of referrals refused for admission.

9. Adult Assertive Community Treatment (ACT) Teams

9.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

9.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

9.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

9.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

9.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

9.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

9.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

9.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

9.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

9.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

9.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

9.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day

appointment with an Adult ACT Team member upon date of discharge.

9.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

9.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

9.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

9.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

9.4.4. Make a referral for an ACT assessment within (7) days of:

9.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

9.4.4.2. An individual being referred for an ACT assessment;

9.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

9.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

9.4.6.1. Extended hospitalization or incarceration.

9.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

9.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

9.4.7.1. To exceed caseload size requirements; or

9.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

10. Evidence-Based Supported Employment

10.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

10.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

10.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

10.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

10.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

10.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

10.6.1. Job development.

10.6.2. Work incentive counseling.

10.6.3. Rapid job search.

10.6.4. Follow along supports for employed individuals.

10.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

10.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

10.7.1. Work with the Department to identify solutions to meet the demand for services; and

10.7.2. Implement such solutions within 45 days.

10.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

10.9. The Contractor shall ensure SE staff receive:

10.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

10.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

11. Coordination of Care from Residential or Psychiatric Treatment Facilities

11.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

11.1.1. Designate a different liaison for individuals being served through their children's services.

11.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

11.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

11.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

11.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

11.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals

who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

11.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

11.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

11.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

11.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

12. Coordinated Care and Integrated Treatment

12.1. Primary Care

12.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

12.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

12.1.2.1. Monitor health;

12.1.2.2. Provide medical treatment as necessary; and

12.1.2.3. Engage in preventive health screenings.

12.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

12.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

12.2. Substance Misuse Treatment, Care and/or Referral

12.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

12.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

12.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

12.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

12.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

12.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

12.3. Area Agencies

12.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

12.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

12.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth

leaving children's services into adult services identified during screening;

12.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

12.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

12.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;

12.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

12.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

12.4. Peer Supports

12.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

12.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

12.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

12.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

12.5. Transition of Care with MCO's

12.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

13. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)

13.1. The Contractor shall participate in CCBHC planning activities that include:

13.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

13.1.2. Attending two (2) learning communities on a monthly basis;

13.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

13.1.4. Meeting monthly with planning consultant for technical assistance.

14. Deaf Services

14.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

14.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

14.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

14.4. The Contractor shall ensure services are person-directed, which may result in:

14.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

14.4.2. Care being shared across the regions; or

14.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

15. CANS/ANSA or Other Approved Assessment

15.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

15.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

15.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

15.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

15.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

15.3.1. Utilized to develop an individualized, person-centered treatment plan;

15.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

15.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

15.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

15.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

15.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

15.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

15.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6)

months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

16. Pre-Admission Screening and Resident Review

16.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

16.2. Upon request by the Department, the Contractor shall:

16.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

16.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

16.2.2.1. Requires nursing facility care; and

16.2.2.2. Has active treatment needs.

17. Application for Other Services

17.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

17.1.1. Medicaid.

17.1.2. Medicare.

17.1.3. Social Security Disability Income.

17.1.4. Veterans Benefits.

17.1.5. Public Housing.

17.1.6. Section 8 Subsidies.

17.1.7. Child Care Scholarship.

18. Community Mental Health Program (CMHP) Status

18.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

18.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be

determined by the Department, and will occur no less than once every five (5) years.

19. Quality Improvement

19.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

19.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

19.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

19.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

19.3.1. Submit all required information in a format provided by the Department or contracted vendor;

19.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

19.3.3. Support all efforts of the Department to conduct the survey;

19.3.4. Promote survey participation of individuals sampled to participate; and

19.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

19.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

19.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

20. Maintenance of Fiscal Integrity

20.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

20.1.1. Balance Sheet;

20.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

20.1.2.1. All revenue sources and expenditures; and

20.1.2.2. A budget column allowing for budget to actual analysis;

20.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

20.1.3.1. All revenue sources and all related expenditures for the Program; and

20.1.3.2. A budget column allowing for budget to actual analysis; and

20.1.4. Cash Flow Statement.

20.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

20.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

20.3.1. Days of Cash on Hand:

20.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

20.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

20.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

20.3.2. Current Ratio:

20.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

20.3.2.2. Formula: Total current assets divided by total current liabilities.

20.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

20.3.3. Debt Service Coverage Ratio:

20.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

20.3.3.2. Definition: The ratio of net income to the year to date debt service.

20.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

20.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

20.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

20.3.4. Net Assets to Total Assets:

20.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

20.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

20.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

20.3.4.4. Source of Data: The Contractor's monthly financial statements.

20.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

20.4. In the event that the Contractor does not meet either:

20.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

20.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

20.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

20.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

20.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

20.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

20.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

20.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

20.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

20.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

21. Reduction or Suspension of Funding

21.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

21.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

21.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

21.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

21.3.2. Crisis services for all individuals.

21.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

21.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

22. Elimination of Programs and Services by Contractor

22.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

22.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

22.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

22.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

22.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

22.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

23. Data Reporting

23.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

23.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

23.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the DS

Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

23.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

23.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

23.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

23.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

23.6.2. Ensuring data files and records are consistent with reporting specification requirements.

23.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

23.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

23.6.5. Participating in Departmental efforts for system-wide data quality improvement.

23.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

23.6.6.1. All data is formatted in accordance with the file specifications;

23.6.6.2. No records will reject due to illegal characters or invalid formatting; and

23.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

23.7. The Contractor shall meet the following standards:

23.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

23.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 23.8.

23.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

23.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

23.8.1. The waiver length shall not exceed 180 days.

23.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

23.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

23.8.4. Failure of the Contractor to implement the plan may require:

23.8.4.1. Another plan; or

23.8.4.2. Other remedies, as specified by the Department.

24. Privacy Impact Assessment

24.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

24.1.1. How PII is gathered and stored;

24.1.2. Who will have access to PII;

24.1.3. How PII will be used in the system;

24.1.4. How individual consent will be achieved and revoked; and

24.1.5. Privacy practices.

24.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. .88% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.2. 98.82% General funds.
   1.3. .30% Other funds (Behavioral Health Services Information System)).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. 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 noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

EXHIBIT C

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

   7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

   7.2. **Table 1**

Program to be Funded	SFY2024 Amount	SFY2025 Amount	TOTALS
Div. for Children Youth and Families (DCYF) Consultation	$ 1,770.00	$ 1,770.00	$ 3,540.00
Rapid Response Crisis Services	$ 1,768,077.00	$ 1,768,077.00	$ 3,536,154.00
Mobile Crisis Apartments Occupancy	$ 143,000.00	$ 143,000.00	$ 286,000.00
Assertive Community Treatment Team (ACT) - Adults	$ 225,000.00	$ 225,000.00	$ 450,000.00
ACT Enhancement Payments	$ 12,500.00	$ 12,500.00	$ 25,000.00
Child and Youth Based Programming and Team Based Approaches (BCBH)	$ 140,000.00	$ 140,000.00	$ 280,000.00
Behavioral Health Services Information System (BHSIS)	$ 10,000.00	$ 5,000.00	$ 15,000.00
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	$ 5,000.00	$ 5,000.00	$ 10,000.00
Rehabilitation for Empowerment, Education and Work (RENEW)	$ 6,000.00	$ 6,000.00	$ 12,000.00
General Training Funding	$ 5,000.00	$ 5,000.00	$ 10,000.00
System Upgrade Funding	$ 15,000.00	$ 15,000.00	$ 30,000.00
Interpreter Services Funding	$ 5,000.00	$ 5,000.00	$ 10,000.00
System of Care 2.0	$ 263,028.00	$ -	$ 263,028.00
Community Behavioral Health Clinic (Stipends)	$ 43,828.00	$ -	$ 43,828.00
Total	$2,643,203.00	$2,331,347.00	$4,974,550.00

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of $73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Crisis Apartments Occupancy: The Contractor shall invoice the Department for the prior month based on the number of beds, the number of days in that month and the daily rate of $97.94. At the end of each quarter the Department will conduct a review of occupancy rates of crisis apartments. The Department may recoup funding to the actual average occupancy rate for the quarter, in whole or in part, if the occupancy rate, on average, is less than 80%.

7.6. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL REIMBURSEMENT
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	$225,000
ACT Enhancements	1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment. OR	$12,500

	2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures.	

7.7. Child and Youth Based Programming and Team Based Approaches: funding to support programming specified in Exhibit B, Scope of Services.

7.8. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities; depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.9. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL REIMBURSEMENT
$2,500	$250/Person X 10 People = $2,500	$5,000

7.10. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs

7.11. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.12. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will

be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.13. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

School Liaison and Supervisory Positions & Benefits	$130,000.00
Program Staff Travel	$12,075.00
Program Office Supplies, Copying and Postage	$8,700.00
Implementation Science and MATCH-ADTC Training for CMHC staff	$7,500.00
Professional development for CMHC staff in support of grant goals and deliverables	$30,000.00
Expenses incurred in the delivery of services not supported by Medicaid, private insurance, or other source	$60,000.00
Indirect Costs (not to exceed 6%)	$14,753.00
Total	**$263,028.00**

7.14. Certified Community Behavioral Health Clinic (CCBHC) Planning: The Contractor shall participate in CCBHC planning activities that include co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant; attend two (2) learning communities on a monthly basis; complete the CCBHC self-assessment tool as defined by the department; meet monthly with planning consultant for technical assistance. Funds are available through March 30, 2024.

7.15. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

8.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

8.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

9. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

9.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

9.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

9.3. Identifies and requests payment for allowable costs incurred in the previous month.

9.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

9.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

9.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

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

10. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

11. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

13.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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

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

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

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

13.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

13.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1, Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Riverbend Community Mental Health, Inc.	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2023-6/30/2024	
Indirect Cost Rate (if applicable)	0.091433364	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$1,221,914	$300,069
2. Fringe Benefits	$286,867	$0
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$7,000	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$498	$0
5.(e) Supplies Office	$5,000	$0
6. Travel	$8,000	$0
7. Software	$7,000	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$2,800	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$15,000	$0
Other (please specify)	$14,000	$0
Other (please specify)	$33,000	$0
Other (please specify)	$143,000	$0
9. Subrecipient Contracts	$5,000	$0
Total Direct Costs	$1,750,979	$300,069
Total Indirect Costs	$160,098	$0
TOTAL	$1,911,077	$300,069

Contractor: DS UKM

Date: 5/25/2023

Exhibit C-2, Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Riverbend Community Mental Health, Inc.	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2024-6/30/2025	
Indirect Cost Rate (if applicable)	0.091433364	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$1,204,049	$332,625
2. Fringe Benefits	$310,630	$0
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$7,000	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$500	$0
5.(e) Supplies Office	$4,000	$0
6. Travel	$7,500	$0
7. Software	$6,000	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$2,800	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$14,000	$0
Other (please specify)	$500	$0
Other (please specify)	$33,000	$0
Other (please specify)	$143,000	$0
9. Subrecipient Contracts	$5,000	$0
Total Direct Costs	$1,750,979	$332,625
Total Indirect Costs	$160,098	$0
TOTAL	$1,911,077	$332,625

Contractor: DS UkM

SS-2024-DBH-01-MENTA-04

Date: 5/25/2023

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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Vendor Initials _____
Date 5/25/2023

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.

5/25/2023
Date

DocuSigned by:
Lisa Madden
Name: Lisa Madden
Title: President & CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name: Riverbend Community Mental Health, Inc.

5/25/2023
Date

DocuSigned by:
Lisa Madden
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Name: Lisa Madden
Title: President & CEO

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Vendor Initials
5/25/2023
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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Contractor Initials _____
Date 5/25/2023

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.

Contractor Name: Riverbend Community Mental Health, Inc.

5/25/2023
Date

DocuSigned by:
Lisa Madden
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Name: Lisa Madden
Title: President & CEO

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Contractor Initials

5/25/2023
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Riverbend Community Mental Health, Inc.

5/25/2023
Date

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

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

Contractor Name: Riverbend Community Mental Health, Inc.

5/25/2023
Date

DocuSigned by:
Lisa Madden
Name: Lisa Madden
Title: President & CEO

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Contractor Initials
5/25/2023
Date

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.

Contractor Initials LKM

Date 5/25/2023

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.

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
Katja S. Fox	Lisa Madden
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Lisa Madden
Name of Authorized Representative	Name of Authorized Representative
Director	President & CEO
Title of Authorized Representative	Title of Authorized Representative
5/25/2023	5/25/2023
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 (UEI #)
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.

5/25/2023
Date

DocuSigned by:
Lisa Madden
Name: Lisa Madden
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 UEI (SAM.gov) number for your entity is: KXLJGESADXK8

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

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

5. "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.

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

7. "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.

8. "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.

9. "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.

10. "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.

11. "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. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to 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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data 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 Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
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 Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev. 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential 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 Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, 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 Confidential Data.

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 DHHS 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 DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire 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 DHHS.

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 Confidential Data or 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 Confidential 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 Confidential 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, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    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

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0006194228**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, hereby certify that:

1. I am a duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on February 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: 5/11/23

Andrea D Beaudoin

Signature of Elected Officer
Name: Andrea D. Beaudoin
Title: Assistant Board Secretary

DocuSign Envelope ID: 2997771A-3250-45C6-8E6B-BCBCA81E4F08

RIVERCOM12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2022

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 USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Linda Jaeger, CIC PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: linda.jaeger@usi.com
INSURED Riverbend Community Mental Health Inc. P.O. Box 2032 Concord, NH 03301	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Co. — 18058 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 [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:			PHPK2471016	10/01/2022	10/01/2023	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			PHPK2471013	10/01/2022	10/01/2023	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 $10K			PHUB834651	10/01/2022	10/01/2023	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		HCHS20230000566 3A SAtates: NH	01/01/2023	01/01/2024	[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			PHPK2471016	10/01/2022	10/01/2023	$1,000,000 Ea. Incident $3,000,000 Aggregate	

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

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

VDBZP

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

Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2022

Riverbend Community Mental Health, Inc.
TABLE OF CONTENTS
June 30, 2022

KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

Report on the Audit of the Financial Statements

Opinion

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, 2022, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Riverbend Community Mental Health, Inc. as of June 30, 2022, 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.

Basis for Opinion

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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Riverbend Community Mental Health, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Riverbend Community Mental Health, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Riverbend Community Mental Health, Inc.'s ability to continue as a going concern for a reasonable period of time.

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

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional revenues, schedule of functional expenses, analysis of BBH revenues, receipts and receivables, analysis of client service fees and 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 schedule of functional revenues, schedule of functional expenses, analysis of BBH revenues, receipts and receivables, analysis of client service fees and schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 5, 2023, 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
January 5, 2023

Riverbend Community Mental Health, Inc.
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	2022	2021
CURRENT ASSETS		
Cash and cash equivalents	$ 18,387,254	$ 14,523,074
Client service fees receivable, net	607,311	944,068
Other receivables	1,828,852	1,662,191
Investments	8,297,863	9,290,242
Prepaid expenses	377,808	174,204
Tenant security deposits	27,271	27,257
TOTAL CURRENT ASSETS	29,526,359	26,621,036
PROPERTY & EQUIPMENT, NET	11,654,912	11,136,269
OTHER ASSETS		
Investment in Behavioral Information Systems	-	109,099
TOTAL ASSETS	$ 41,181,271	$ 37,866,404

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 536,862	$ 110,023
Accrued expenses	1,494,556	1,049,309
Tenant security deposits	32,518	26,140
Accrued compensated absences	852,920	990,852
Current portion of long-term debt	1,372,442	253,357
Deferred revenue	816,586	7,512
TOTAL CURRENT LIABILITIES	5,105,884	2,437,193
LONG-TERM LIABILITIES		
Long-term debt, less current portion	5,635,000	7,005,549
Unamortized debt issuance costs	(171,183)	(197,077)
Long-term debt, net of unamortized debt issuance costs	5,463,817	6,808,472
Interest rate swap liability	(76,335)	283,844
TOTAL LONG-TERM LIABILITIES	5,387,482	7,092,316
NET ASSETS		
Net Assets without donor restrictions	27,840,003	25,181,789
Net Assets with donor restrictions	2,847,902	3,155,106
TOTAL NET ASSETS	30,687,905	28,336,895
TOTAL LIABILITIES AND NET ASSETS	$ 41,181,271	$ 37,866,404

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

	2022			
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	All Funds	2021
PUBLIC SUPPORT AND REVENUES				
Public support -				
Federal	$ 1,570,285	$ -	$ 1,570,285	$ 814,256
State of New Hampshire -- BBH	3,266,762	-	3,266,762	3,233,066
In-kind donations	165,584	-	165,584	170,784
Contributions	203,367	3,150	206,517	119,565
Other	1,515,124	-	1,515,124	1,332,616
Total Public Support	6,721,122	3,150	6,724,272	5,670,287
Revenues -				
Client service fees, net of provision for bad debts	27,192,609	-	27,192,609	28,766,679
Other	3,158,204	-	3,158,204	4,049,036
Net assets released from restrictions	164	(164)	-	-
Total Revenues	30,350,977	(164)	30,350,813	32,815,715
TOTAL PUBLIC SUPPORT AND REVENUES	37,072,099	2,986	37,075,085	38,486,002
PROGRAM AND ADMINISTRATIVE EXPENSES				
Children and adolescents	5,882,917	-	5,882,917	5,416,903
Emergency services	1,127,714	-	1,127,714	1,338,609
Behavioral Crisis Treatment Ctr	727,261	-	727,261	1,448,814
ACT Team	1,724,146	-	1,724,146	1,535,887
Outpatient - Concord	5,865,371	-	5,865,371	5,219,249
Outpatient - Franklin	2,797,721	-	2,797,721	2,779,628
Multi-Service Team - Community Support Program	7,860,088	-	7,860,088	7,020,285
Mobile Crisis Team	2,291,985	-	2,291,985	1,798,522
Community Residence - Twitchell	1,141,200	-	1,141,200	1,122,608
Community Residence - Fellowship	884,593	-	884,593	549,409
Restorative Partial Hospital	-	-	-	1,866
Supportive Living - Community	1,373,256	-	1,373,256	1,510,700
Bridge Housing	199,834	-	199,834	105,971
Other Non-BBH	2,141,212	-	2,141,212	3,375,387
Administrative	87,769	-	87,769	908,076
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	34,105,067	-	34,105,067	34,131,914
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	2,967,032	2,986	2,970,018	4,354,088
OTHER INCOME (LOSS)				
PPP Loan Forgiveness	-	-	-	5,017,927
Investment Income (loss)	(667,111)	(310,190)	(977,301)	1,626,882
Change in fair value of interest rate swap	358,293	-	358,293	202,828
TOTAL OTHER INCOME (LOSS)	(308,818)	(310,190)	(619,008)	6,847,637
TOTAL INCREASE (DECREASE) IN NET ASSETS	2,658,214	(307,204)	2,351,010	11,201,725
NET ASSETS, BEGINNING OF YEAR	25,181,789	3,155,106	28,336,895	17,135,170
NET ASSETS, END OF YEAR	$ 27,840,003	$ 2,847,902	$ 30,687,905	$ 28,336,895

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ 2,351,010	$ 11,201,725
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,076,666	1,196,915
Unrealized (gain) loss on investments	1,237,505	(958,071)
Gain on sale of BIS	(28,077)	-
PPP loan forgiveness	-	(5,017,927)
Change in fair value of interest rate swap	(358,293)	(202,828)
Changes in:		
Client service fee receivables	336,757	396,241
Other receivables	(166,661)	379,052
Prepaid expenses	(203,604)	(15,422)
Tenant security deposits	6,364	(1,117)
Accounts payable and accrued expenses	734,154	2,719
Deferred revenue	809,074	(3,424)
NET CASH PROVIDED BY OPERATING ACTIVITIES	5,794,895	6,977,863
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(1,569,415)	(376,799)
Proceeds from sale of investment in BIS	137,176	-
Investment activity, net	(245,126)	(655,317)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(1,677,365)	(1,032,116)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term debt	(253,350)	(244,518)
NET INCREASE IN CASH	3,864,180	5,701,229
CASH AT BEGINNING OF YEAR	14,523,074	8,821,845
CASH AT END OF YEAR	$ 18,387,254	$ 14,523,074
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	$ 242,098	$ 244,599

See Accompanying Notes to Financial Statements.

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, 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, 2019, 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. PALF terminated all management services from Riverbend on August 5, 2022.

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.

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.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

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.

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.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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 $882,275 and $1,141,701 as of June 30, 2022 and 2021, respectively. The allowance for doubtful accounts represents 59% and 55% of total client service accounts receivable as of June 30, 2022 and 2021, respectively.

Client Service Revenue

Riverbend recognizes client service revenue in accordance with 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.

Client service revenue (net of contractual allowances and provision for bad debts) recognized during the year ended June 30, 2022 totaled $27,192,609, of which $26,309,819 was revenue from third-party payors and $885,790 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.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Beacon Wellsense
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 85% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2022 and 2021, 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 uses an interest-rate swap to mitigate interest-rate risk on our bonds payable (Note 8). The related liability or asset is reported at fair value in the statements of financial position, and unrealized gains or losses are included in the statements operations.

Advertising
Advertising costs are expensed as incurred. Total costs were $147,475 and $150,252 at June 30, 2022 and 2021, respectively.

NOTE 2 CASH

At June 30, 2022 and 2021, the carrying amount of cash deposits was $18,414,525 and $14,550,331 and the bank balance was $18,484,523 and $14,725,805. Of the bank balance, $5,623,931 and $5,860,928 was covered by federal deposit insurance under written agreement between the bank and Riverbend, $7,007,442 and $7,258,906 was offset by debt, and the remaining $5,853,150 and $1,605,971 is uninsured. Subsequent to year end, Riverbend purchased $6,000,000 in treasuries to help reduce the exposure of uninsured cash at June 30, 2022.

NOTE 3 ACCOUNTS RECEIVABLE

	2022	2021
CLIENT SERVICE RECEIVABLES		
Due from clients	$ 422,447	$ 480,709
Receivable from insurance companies	409,903	554,793
Medicaid receivable	511,061	868,095
Medicare receivable	154,045	182,149
Housing fees	(7,870)	23
	1,489,586	2,085,769
Allowance for doubtful accounts	(882,275)	(1,141,701)
	$ 607,311	$ 944,068
OTHER RECEIVABLES		
BBH	$ 423,452	$ 874,290
Federal Grants	655,290	451,811
Behavioral Information System - BIS	-	59,023
Merrimack County Drug Court	216,397	76,767
MCO Directed Payments	443,238	137,199
Due from Penacook Assisted Living Facility	-	12,866
Other	90,475	50,235
	$ 1,828,852	$ 1,662,191

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,:

2022	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 218,163	$ -	$ 218,163
Corporate Bonds	1,797,021	(180,003)	1,617,018
Exchange Traded Funds	2,697,443	291,102	2,988,545
Equities	85,664	(16,218)	69,446
Mutual Funds	3,542,649	(137,958)	3,404,691
	$8,340,940	$ (43,077)	$8,297,863

NOTE 4 INVESTMENTS (continued)

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

Investment income (losses) consisted of the following at June 30,:

	2022	2021
Interest and dividends	$ 202,906	$ 191,809
Realized gains (losses)	115,919	528,978
Unrealized gains (losses)	(1,237,505)	958,071
Fee expenses	(58,621)	(51,976)
TOTAL	$ (977,301)	$1,626,882

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, 2022. 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 OTHER INVESTMENTS

Behavioral Information System

Riverbend entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the joint venture, Riverbend invested $52,350 for a 50% interest in Behavioral Information Systems (BIS)..

The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating income for the year has been reflected on the books of Riverbend.

Riverbend sold its 50% investment in BIS on December 31, 2021, for $137,176 for a gain of $28,077, which is recorded in other revenues on the statement of functional revenues for the year ended June 30, 2022.

NOTE 7 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	2022	2021
Land	$ 1,275,884	$ 1,275,884
Buildings	17,789,504	17,707,974
Leasehold Improvements	541,181	532,136
Furniture and Fixtures	4,479,040	4,204,035
Equipment	2,268,463	1,998,972
Software licenses	211,893	171,799
CIP	894,251	-
	27,460,216	25,890,800
Accumulated Depreciation	(15,805,304)	(14,754,531)
NET BOOK VALUE	$ 11,654,912	$11,136,269

NOTE 8 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30,:

	2022	2021
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.	$ 1,132,442	$ 1,153,906

NOTE 8 LONG-TERM DEBT (continued)

	2022	2021
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.	2,725,000	2,885,000
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.	3,150,000	3,220,000
	7,007,442	7,258,906
Less: Current Portion	(1,372,442)	(253,357)
Long-term Debt	5,635,000	7,005,549
Less: Unamortized debt issuance costs	(171,183)	(197,077)
	$ 5,463,817	$ 6,808,472

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

Year Ending June 30,	Amount
2023	$ 1,372,442
2024	250,000
2025	260,000
2026	270,000
2027	285,000
Thereafter	4,570,000
	$ 7,007,442

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 LINE OF CREDIT

As of June 30, 2022, 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, 2023.

NOTE 10 DEFERRED INCOME

	2022	2021
Concord Hospital/Dartmouth Hitchcock	$ 7,512	$ 7,512
Illness Mgmt Recovery Award	12,800	-
ARPA Grant	796,274	-
TOTAL DEFERRED INCOME	$ 816,586	$ 7,512

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,:

	2022	2021
Ongoing management and administrative services, recorded in other accounts receivable	$ -0-	$ 12,866

Riverbend collected $51,199 and $105,251 for property management services, and $37,064 and $59,628 for contracted housekeeping services during the years ended June 30, 2022 and 2021, respectively. As disclosed previously in Note 1, PALF terminated all management services from Riverbend on August 5, 2022.

NOTE 12 OPERATING LEASES

Riverbend leases operating facilities from various places. The future minimum lease payments are as follows:

Year Ending June 30,	Amount
2023	$ 74,765
2024	35,605
2025	32,459
2026	32,925
	$ 175,754

NOTE 12 OPERATING LEASES (continued)

Total rent expense for the years ended June 30, 2022 and 2021 was $109,799 and $128,258, respectively.

NOTE 13 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, 2022 and 2021, such contributions were $382,464 and $399,460, respectively.

NOTE 14 LIQUIDITY

The following reflects Riverbend's financial assets available within one year of June 30, 2022 for general expenditures are as follows:

Cash and Cash Equivalents	$ 18,387,254
Accounts Receivable (net)	2,436,163
Investments	8,297,863
Financial assets, at year end	29,121,280
Less those unavailable for general expenditures within one year due to:	
Restricted by donor with time or purpose restrictions	(2,847,902)
Financial assets available within one year for general expenditures	$ 26,273,378

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, 2022:

	2022		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	$ 144,835	$ -	$ 144,835
Capital Campaign Fund	-	2,553,554	2,553,554
Development Fund	149,513	-	149,513
	$ 294,348	$ 2,553,554	$ 2,847,902

	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

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, 2022:

	2022	2021
Investment Income	$ 123	$ 216,777
Unrealized gain (loss) on Investments	(310,313)	334,235
Investment Fees	-	(19,114)
Total Annuity Activity	(310,190)	531,898
New Grants	3,150	12,050
Net assets released from restrictions	(164)	(8,320)
Beginning Assets with Donor Restrictions	3,155,106	2,619,478
Ending Assets with Donor Restrictions	$ 2,847,902	$ 3,155,106

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.

NOTE 17 PAYCHECK PROTECTION PROGRAM LOAN

On April 12, 2020, 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 to grant status on August 18, 2021. For the year ended June 30, 2021, Riverbend recognized $5,017,927 as PPP Loan forgiveness in other income.

NOTE 18 SUBSEQUENT EVENTS

On July 26, 2022, Riverbend paid the Pleasant street property mortgage payable in the amount of $1,132,442. During the year ended June 30, 2022, this amount is included in the current portion of long term debt.

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through January 5, 2023, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2022, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2022, with
Comparative Totals for 2021

	2022 Total	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	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)	2021
PROGRAM SERVICE FEES																
Net Client Fees	$ 885,790	$ -	$ 885,790	$ 116,496	$ 37,156	$ 23,605	$ 253,707	$ 39,234	$ 290,790	$ 42,537	$ 2,779	$ (383)	$ 16,216	$ 354	$ 63,299	$ 399,311
HMO's	443,166	-	443,166	101,174	12,676	1,165	171,638	7,375	130,226	16,969	-	-	(11)	-	1,954	939,808
Blue Cross/Blue Shield	942,581	-	942,581	280,784	19,789	4,016	375,978	22,413	208,052	23,874	-	-	128	-	7,547	538,335
Medicaid	23,146,219	46,816	23,099,403	4,547,610	165,437	29,210	1,299,559	1,077,915	12,440,653	284,470	1,221,222	989,126	384,049	9,943	650,209	24,736,117
Medicare	750,229	-	750,229	425	2,140	(2,748)	218,208	24,716	504,617	1,748	-	-	32	-	1,091	706,987
Other Insurance	620,102	-	620,102	100,276	6,961	2,401	284,637	16,593	201,866	1,924	-	-	27	-	5,417	1,043,059
Other Program Fees	404,522	-	404,522	2,800	-	-	15,352	-	466	-	137,974	-	230,220	-	17,710	403,062
PROGRAM SALES																
Service	3,158,204	-	3,158,204	-	1,224,683	-	1,503,175	-	12,994	-	-	-	-	-	417,352	4,049,036
PUBLIC SUPPORT																
United Way	4,123	-	4,123	1,767	559	-	-	-	-	-	-	-	-	-	1,797	6,905
Local/County Gov't.	226,540	-	226,540	-	-	-	-	-	-	-	-	-	226,540	-	-	-
Donations/Contributions	208,517	3,469	203,048	19,500	-	-	25,550	-	9,795	-	750	-	-	-	147,453	119,565
Other Public Support	1,176,897	-	1,176,897	144,693	6,873	-	455,850	-	30,022	-	91,574	-	438,783	-	9,102	691,478
FEDERAL FUNDING																
Other Federal Grants	1,533,667	-	1,533,667	146,497	28,403	17,569	146,408	42,681	262,821	57,409	28,486	-	36,085	4,979	762,329	632,742
PATH	36,618	-	36,618	-	-	-	-	-	-	-	-	-	36,618	-	-	181,514
IN-KIND DONATIONS	165,584	-	165,584	-	-	-	-	-	-	-	165,584	-	-	-	-	170,784
OTHER REVENUES	107,564	26,234	81,330	429	20	97	815	60	-	-	-	15	140	30	79,724	634,233
BBH	3,266,762	11,250	3,255,512	65,845	-	630,324	-	349,814	6,307	1,839,255	-	-	-	186,015	177,952	3,233,066
TOTAL PROGRAM REVENUES	$ 37,075,085	$ 87,769	$ 36,987,316	$ 5,528,296	$ 1,504,697	$ 705,639	$ 4,750,877	$ 1,580,801	$ 14,098,609	$ 2,268,186	$ 1,648,369	$ 988,758	$ 1,368,827	$ 201,321	$ 2,342,936	$ 38,486,002

Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2022, with
Comparative Totals for 2021

	2022 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	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)	2021
PERSONNEL COSTS																
Salary &Wages	$ 21,261,402	$ 2,034,590	$ 19,226,812	$ 3,407,550	$ 678,744	$ 372,699	$ 3,560,074	$ 1,008,455	$ 6,290,725	$ 1,479,997	$ 523,563	$ -	$ 690,960	$ 113,640	$ 1,100,405	$ 22,287,895
Employee Benefits	4,479,324	876,377	3,600,947	677,896	87,194	132,179	510,046	242,837	1,308,512	160,482	100,242	-	142,008	32,935	206,616	4,402,035
Payroll Taxes	1,649,078	163,615	1,485,463	265,355	49,240	29,475	251,025	81,386	493,335	121,073	44,115	-	55,685	8,734	86,040	1,488,152
PROFESSIONAL FEES																
Substitute Staff	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	336,687
Accounting	46,330	46,330	-	-	-	-	-	-	-	-	-	-	-	-	-	45,800
Legal Fees	45,342	45,342	-	-	-	-	-	-	-	-	-	-	-	-	-	35,147
Other Prof. Fees/Consul.	1,830,243	712,344	1,117,899	63,083	1,574	919	89,094	1,366	76,002	1,715	971	872,149	1,493	695	8,838	1,232,201
STAFF DEV. & TRAINING																
Journals & Pub.	7,096	2,411	4,685	1,253	26	64	2,713	71	89	43	286	-	3	-	137	8,899
Conferences and Conv.	84,843	19,562	65,281	10,952	228	1,948	24,290	787	16,475	3,459	1,908	-	452	1,075	3,707	51,265
OCCUPANCY COSTS																
Rent	137,876	96,307	41,569	20,961	-	-	19,424	884	-	-	-	-	-	-	300	156,335
Heating Costs	83,905	8,770	75,135	9,280	1,842	1,081	12,809	1,331	13,839	2,488	6,629	-	20,756	123	4,957	75,937
Other Utilities	225,877	34,202	191,675	25,209	5,261	4,793	35,924	6,537	42,016	6,818	16,159	-	34,588	745	13,625	222,120
Maintenance and Repairs	313,575	39,808	273,767	25,379	16,045	15,892	34,617	6,530	50,884	20,543	27,358	-	56,938	1,252	18,329	211,264
Taxes	21,219	-	21,219	-	-	-	-	-	-	-	-	-	21,219	-	-	14,531
Other Occupancy Costs	423,904	221,955	201,949	37,320	5,727	4,595	31,052	11,264	64,599	18,231	6,041	-	10,175	1,153	11,792	24,098
CONSUMABLE SUPPLIES																
Office	64,523	15,826	48,697	5,240	391	485	7,381	1,815	17,636	11,429	1,775	-	1,452	478	835	363,166
Building/Household	121	-	121	-	-	-	-	121	-	-	-	-	-	-	-	105,329
Educational/Training	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,884
Food	45,151	8,387	36,764	3,202	290	691	3,410	439	3,464	4,811	16,708	-	2,913	29	807	34,019
Medical	320,517	9,195	311,322	20,699	126	155	36,483	800	4,971	936	927	-	846	38	245,341	117,141
ADVERTISING	147,475	123,796	23,679	3,229	433	676	2,412	1,108	9,879	1,419	554	-	1,035	103	2,831	150,252
PRINTING	16,427	9,721	6,706	1,718	-	380	1,161	66	2,652	340	222	-	14	5	148	16,077
TELEPHONE/ COMMUNICATIONS	372,858	96,650	276,208	43,174	37,821	6,099	50,026	9,185	65,196	17,939	15,861	-	15,362	946	14,599	368,969
POSTAGE/SHIPPING	27,191	2,615	24,576	4,077	628	404	3,035	1,235	9,955	1,965	683	-	1,042	134	1,418	30,419
TRANSPORTATION																
Staff	328,703	49,549	279,154	56,890	20	112	3,567	24,818	176,108	3,101	4,418	-	4,011	795	5,314	249,351
Clients	6,291	614	5,677	857	144	142	52	-	40	1,183	284	-	-	-	2,995	17,298
INSURANCE																
Malpractice and Bonding	180,027	18,626	161,401	-	21,232	10,529	28,613	8,122	40,646	27,632	3,927	-	7,158	1,708	13,634	185,684
Vehicles	19,150	9,002	10,148	2,192	-	-	-	-	137	-	4,287	-	3,532	-	-	15,380
Comp. Property & Liab.	66,704	19,149	47,555	27,313	569	671	5,228	925	5,683	639	184	-	4,764	104	1,475	27,191
INTEREST EXPENSE	242,098	114,241	127,857	52,199	17,796	1,136	40,931	2,181	-	5,556	-	-	-	-	8,058	244,599
IN-KIND EXPENSE	165,584	-	165,584	-	-	-	-	-	-	-	165,584	-	-	-	-	170,784
DEPRECIATION AND AMORTIZATION	1,076,666	447,918	628,748	154,454	16,446	19,294	136,739	21,736	128,679	26,060	10,760	-	69,309	2,417	42,854	1,196,915
EQUIPMENT MAINTENANCE	39,327	6,933	32,394	11,118	1,113	134	4,845	1,232	8,842	1,732	2,097	-	1,500	194	1,587	40,064
MEMBERSHIP DUES	56,724	56,424	300	300	-	-	-	-	-	-	-	-	-	-	-	54,884
OTHER EXPENDITURES	319,516	17,172	302,344	22,975	6,606	9,406	43,742	18,243	162,706	8,344	5,005	596	9,048	956	14,715	139,381
TOTAL EXPENSES	34,105,067	5,309,231	28,795,836	4,953,875	949,496	813,939	4,936,893	1,453,474	8,991,072	1,927,915	960,548	872,745	1,156,263	168,259	1,811,357	34,131,914
ADMIN ALLOCATION	-	(5,221,462)	5,221,462	929,042	178,218	113,322	928,478	270,672	1,666,737	364,070	180,652	11,848	216,993	31,575	329,855	-
TOTAL PROGRAM EXPENSES	34,105,067	87,769	34,017,298	5,882,917	1,127,714	727,261	5,865,371	1,724,146	10,657,809	2,291,985	1,141,200	884,593	1,373,256	199,834	2,141,212	34,131,914
SURPLUS/(DEFICIT)	$ 2,970,018	$ -	$ 2,970,018	$ (354,621)	$ 376,983	$ (21,822)	$ (1,114,494)	$ (143,345)	$ 3,440,800	$ (23,790)	$ 507,169	$ 104,165	$ (4,429)	$ 1,487	$ 201,724	$ 4,354,068

Riverbend Community Mental Health, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2022

	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, 2022	$ 858,579	$ 3,266,762	$ (3,701,889)	$ 423,452

Analysis of Receipts:

BBH & Federal Fund Payments

07/23/21	$ 112,907	01/26/22	$ 197,042
07/26/21	24,932	01/27/22	33,042
08/23/21	25,155	01/31/22	346,088
08/30/21	401,951	02/01/22	105,000
08/31/21	196,022	02/28/22	3,501
10/01/21	88,101	03/03/22	139,886
10/13/21	29,217	03/25/22	46,906
10/26/21	95,904	03/28/22	35,810
10/28/21	17,677	03/31/22	15,256
10/29/21	9,676	04/04/22	29,094
10/31/21	6,151	04/07/22	130,601
11/01/21	122,260	04/18/22	29,006
12/01/21	188,514	04/22/22	26,467
12/03/21	10,173	04/25/22	452,591
12/07/21	29,458	04/30/22	3,215
12/09/21	403,312	05/10/22	9,785
12/29/21	35,420	05/11/22	7,468
01/06/22	56,596	05/31/22	828
01/12/22	1,350	06/30/22	406,456
		Less: Federal Monies	(170,929)
			$ 3,701,889

Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2022

	Accounts Receivable, Beginning	Gross Fees	Contractual Allowances & Discounts	Cash Receipts	Accounts Receivable, Ending
Client fees	$ 480,709	$ 1,841,970	$ (956,180)	$ (944,052)	$ 422,447
Blue Cross/Blue Shield	90,194	1,453,535	(510,954)	(888,863)	143,912
Medicaid	868,095	50,368,646	(27,222,427)	(23,503,253)	511,061
Medicare	182,149	1,042,664	(292,435)	(778,333)	154,045
Other insurance	464,599	2,053,153	(989,885)	(1,261,876)	265,991
Housing fees	23	419,977	(15,455)	(412,415)	(7,870)
Allowance for Doubtful accounts	(1,141,701)	-	259,426	-	(882,275)
TOTALS	$ 944,068	$ 57,179,945	$ (29,727,910)	$ (27,788,792)	$ 607,311

SINGLE AUDIT REPORTS

Riverbend Community Mental Health, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2022

Federal Grantor/Program Title	Additional Award ID	Pass-Through Entity Number	Federal Assistance Listing 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		SS-2019-BDAS-05-ACCES-03-A03	93.788	$ 710,315
Projects for Assistance in Transition from Homelessness		SS-2018-DBH-01-MENTA-04	93.150	36,618
Emergency Grants to Address Mental and Substance Use Disorders During COVID-19	COVID-19	SS-2020-DBH-07-RAPID-04	93.665	177,952
System of Care 2.0		SS-2018-DBH-01-MENTA-04	93.104	57,445
Provider Relief Fund	COVID-19		93.498	164,840
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ 1,147,170

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, 2022. 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.

NOTE C PROVIDER RELIEF FUNDS

In total, through the year ended June 30, 2022, Riverbend Community Mental Health, Inc. received $1,263,352 in provider relief funds. Riverbend Community Mental Health, Inc. followed the U.S. Department of Health and Human Services reporting requirements based on the period of availablility for each payment received. Riverbend Community Mental Health, Inc. received $550,000 in provider relief funds in Period 1 which was subject to the Uniform Guidance at June 30, 2021. Riverbend Community Mental Health, Inc. received $164,840 in provider relief funds in Period 3 which was recognized as revenue and subject to the Uniform Guidance as of June 30, 2022 as shown on the schedule above. Additionally Riverbend Community Mental Health, Inc. received $548,512 in provider relief funds in Period 4 which was recognized as revenue for the year ended June 30, 2022, but not subject to the Uniform Guidance until June 30, 2023.

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, 2022, 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 January 5, 2023.

Report on 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.

Report on 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
January 5, 2023

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

Opinion on Each Major Federal Program

We have audited Riverbend Community Mental Health, Inc.'s compliance with the types of compliance requirements identified as subject to audit 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, 2022. 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.

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, 2022.

Basis for Opinion on Each Major Federal Program

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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Riverbend Community Mental Health, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Riverbend Community Mental Health, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Riverbend Community Mental Health, Inc.'s federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Riverbend Community Mental Health, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Riverbend Community Mental Health, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Riverbend Community Mental Health, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Riverbend Community Mental Health, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances 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 Riverbend Community Mental Health, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on 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 Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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
January 5, 2023

Riverbend Community Mental Health, Inc.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2022

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

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.

Riverbend Community Mental Health, Inc.
Board of Directors
2022-2023

James Doremus, **Chair**
Frank Boucher, **Vice Chair**
Andrea Beaudoin, **Assistant Secretary**
Lisa Madden, **President/CEO**, *Ex Officio*
Crystal Welch, **Treasurer**
John Barthelmes, **Immidate Past Chair**
Mark Broth
John Chisholm
Leslie Combs
Christopher Eddy
Benjamin Hodges
Nicholas Larochelle
Robin Nafshi
Bradley Osgood
James Snodgrass
Carol Sobelson
Johane Telgener
Kara Wyman
Robert Steigmeyer, *Ex Officio*

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

  - 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

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.**

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

Chris Mumford

Experience

2017-present Riverbend Community Mental Health Center Concord, NH

Chief Operating Officer

- Responsible for all administrative aspects within service programs including budget development and management, program planning, working with the Community Affairs Office to develop revenue streams, reporting to funders, and resource deployment.
- Works with program management to insure adequate staff resources by promoting a work environment in which staff are supported, offered rich career development opportunities, and held accountable for performance.
- Develop, monitor, and oversee Riverbend facilities, in conjunction with the Chief Financial Officer, to provide adequate, safe space for clients and staff.
- Work with Chief Financial Officer to develop and oversee a strategic plan for Riverbend facilities.
- Develop, monitor, and oversee Riverbend technology to provide efficient service delivery, documentation, and revenue generation.
- Maintain agency credibility in the community through strong working relationships with other area agencies, working with development and public relations staff to feature positive agency profile, and preparing reports to monitor efficiency and effectiveness of services for internal and external stakeholders.
- Oversee creation of policies and procedures for existing/future services.
- Establish and maintain relationships with insurers and managed care companies as needed.
- Attend agency, community and State meetings to represent Riverbend.
- Update and maintain professional knowledge and skills by attending relevant workshops and trainings, actively reviewing professional literature and seeking ongoing supervision and peer discussion.
- Work with the Bureau of Behavioral Health to implement Bureau directives and programming to meet Bureau expectations.
- Communicate agency values to staff and provide positive leadership to help staff view change as an opportunity.
- Engage in strategic and tactical planning to identify and maximize opportunities to meet community need.
- Maintain positive working relationships with colleagues, direct reports, and others within Riverbend and in the community.
- Act, along with CFO, as CEO in his/her absence.
- Work effectively with other members of senior management and share in coverage of management and clinical responsibilities.

2013-present Riverbend Community Mental Health Center Concord, NH

CSP Program Director

- Provides leadership for program of ~1200 adults with severe and persistent mental illness.
- Direct Supervision for 12 Managers overseeing a program of 80+ staff.
- Assures quality of clinical services of the program.
- Clinical Program development including integrated primary care, therapeutic evidenced-based practices, issues of engagement, and Trauma-informed service delivery.
- Manages program operations to optimize efficient service delivery including policy development.
- Manages resources to obtain positive financial outcomes including budget development.
- Actively engages in collaboration, teamwork, and relationship building to optimize the quality of services, program and agency effectiveness, and employee job satisfaction.

- Collaboration with other program directors to assure positive and effective program interface.
- Works with senior management to assure program needs are met with regard to personnel, IT, space, and financial resources.
- Establishes and maintains strong working relationships with 5 West, NHH, NFI, NH State Prison, MCHOC, and BBH.
- Assures compliance with documentation and other quality assurance requirements.
- Oversees requirements of State law, rules and regulations including the implementation of the Community Mental Health Agreement as it relates to the program.
- Consultation and education across the agency regarding the Adult Needs & Strengths Assessment, Supported Employment, ACT, DBT, and IMR.
- Member of Agency Committees: Clinical Records, Evidence-based practices, Investment and Quality Council.
- Key participant in the program move to the West Street location including needs assessment, design and coordination of the move.
- Ongoing development and training around working with Borderline Personality Disorder.
- Agency trainer for Adult Eligibility Determinations.

2009-2013 Riverbend Community Mental Health Center Concord, NH

Clinical Team Leader

- Provided clinical and administrative supervision to 7 Adult Clinicians.
- Provided licensure supervision to clinicians from other programs.
- Developed and provided staff training on the topics of Borderline Personality Disorder (BPD) and Dialectical Behavioral Therapy (DBT).
- Managed referrals for individual and group psychotherapy at CSP.
- Managed the intake schedule for CSP.
- Reviewed all forensic referrals to the CSP program and authorizing admission to CSP intake.
- Served as interim NHH liaison and back-up to the NHH liaison.
- Assured program adherence to HeM 401 regarding intakes and eligibility.
- Provided individual psychotherapy to a caseload of up to 20.
- Exceeded benchmark by over 275 hours since 2009 averaging more than 15 hours over per quarter.
- Served on the Clinical Records Committee.
- Coordinated internship opportunities at CSP.
- Trained as a trainer for the Adult Needs and Strengths Assessment (ANSA) tool in 2011.

2003-2009 Riverbend Community Mental Health Center Concord, NH

Adult Clinician I, II, & III

- Provided individual and group psychotherapy for adults suffering with Severe and Persistent Mental Illness.
- Completed weekly assessments for State-supported services (eligibility determinations).
- Provided linkage to outside resources for those CSP applicants determined not eligible for CSP.
- Worked closely with interdisciplinary team.
- Co-led DBT Skills group for over 5 years.
- Proficiency with Dialectical Behavioral Therapy.
- Developed and provided staff training sessions for DBT.
- Developed and facilitated a Men's Anger Management Group.
- Developed and facilitated a Social Skills Group for adults with psychotic disorders.
- Provided short-term and solutions-focused individual psychotherapy with the privately insured client population (those not eligible for CSP) at Riverbend Counseling Associates part-time for about 18 months.

2002-2003 Riverbend Community Mental Health Center Concord, NH

Residential Psychiatric Rehabilitation Specialist

- Provided Mental Illness Management Services (MIMS) to adults with severe mental illness living in supported housing.
- Medication support services

2002-2003 New Hampshire Hospital Concord, NH

Psychiatric Social Worker *Internship*

- Initial assessments on an admission unit.
- Discharge coordination with numerous community agencies.

2001-2002 Carroll County Mental Health Center Wolfeboro, NH

Adult Clinician *Internship*

- Individual psychotherapy with adults living with severe mental illness.
- Emergency Services assessment, intervention, and linkage.
- Facilitated voluntary and involuntary psychiatric hospitalizations.

Participation in DBT Skills group

Education

2001-2003 University of New Hampshire Durham, NH

Master of Social Work

- Magna Cum Laude

1994-1998 University of New Hampshire Durham, NH

Bachelor of Arts in Psychology

- Cum Laude

Licensure

Licensed Independent Clinical Social Worker

- March 17, 2007
- License #1367
- Provision of licensure supervision since 2007.

References

References are available on request.

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.

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

Paul J. Brown, MD

Professional Experience

Riverbend Community Mental Health Center — **May 31, 2022 – Present**
Chief Medical Officer
Riverbend Community Mental Health Center, 10 West Street, Concord, NH 03301

MHM Correctional Services, Inc, Concord, NH — **November, 2008 – May, 2022**
Staff Pysychiatrist

NH Suicide Fatality Review Committee — **March, 2017 – Present**
Chairman, March 2017--Present

Geisel School of Medicine at Dartmouth — **July, 2014 - June, 2017**
Clinical Assistant Professor
Nominated for Psychiatry Clerkship Award for Outstanding Contribution to Geisel Student Learning, May 2015

Roger Williams Medical Center, Providence, RI — **January, 2006 – November, 2008**
Medical Director
Medical Director for the Dual Diagnosis Unit, Addiction Unit and Partial Hospitalization Program at the Roger Williams Medical Center, Providence, RI

Riverbend Community Mental Health Center — **July, 2004 – December, 2005**
Staff Pyschiatrist
Riverbend Community Mental Health Center, 40 Pleasant Street, Concord, NH 03301

Concord Psychiatric Associates — **July, 2004 – December, 2005**
Outpatient Psychiatric Practice
Outpatient Psychiatric Practice, Concord Psychiatric Practices, 248 Pleasant Street, Concord, NH 03301

Capital Region Family Health Center — **August, 2005 - December, 2005**
Clinical Faculty
Clinical Faculty, Capital Region Family Health Center, 250 Pleasant Street, Concord, NH 03301

Elliot Hospital — **July, 2002 – July, 2004**
Medical Director, Psychiatric Intensive Care Unit
Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital — **July, 2002 – July, 2004**
Head of Consultation Liaison Psychiatry
Head of Consultation Liaison Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital **September, 1992 – July, 2004**
Medical Director, Psychiatric Intensive Care Unit

Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital **October , 2002 – July, 2002**
Associate Medical Director, Psychiatric Intensive Care Unit

Associate Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, Outpatient Practice, One Elliot Way, Manchester, NH

- Dean's List Award Recipient – Outstanding Employee Performance, 2002 at Elliot Hospital

February , 1994 – October, 2000
Staff Psychiatrist and Associate Medical Director

- Optima Health Staff Psychiatrist
- Elliot Hospital – In-Patient, Associate Medical Director - Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH
- Catholic Medical Center – Out-Patient Practice, 100 McGregor Street, Manchester, NH

Elliot Hospital **September, 1992 - February, 1994**
Interim Medical Director, Gero-Psychiatric Unit

Associate Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital **September, 1992 - February, 1994**
Chief – Sub-department of Psychiatry

Chief – Sub-department of Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital **January, 1998 – July, 2001**
Chairman - Department of Psychiatry

Chairman - Department of Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

Catholic Medical Center **January, 1998 – December, 2000**
Chairman - Department of Psychiatry

Chairman - Department of Psychiatry, Catholic Medical Center, 100 McGregor Street, Manchester, NH

Community Mental Health Services **April, 1988 – September, 1992**
Medical Director

Medical Director, Community Mental Health Servicesw of Belmont, Harrison and Monroe Counties, St. Clairsville, Ohio

Pembroke Hospital, Pembroke, MA **May, 1985 – June, 1987**
Staff Psychiatrist

Associate Staff, Pembroke Hospital, Pembroke, MA

Licenses and Certification

Board Certified as a Diplomate in the specialty of Psychiatry, October, 1988
New Hampshire License #8792, September, 1992 - Present
Ohio License #35-05-5336 (Inactive)
Rhode Island License #12002 (Inactive)

Certified to provide Outpatient Opiate Detoxification and Maintenance using Suboxone and Subutex, July, 2006 - Present

Education – Post Graduate Training

Brown University, Providence, RI — **July, 1984 – June, 1987**

Psychiatry Residency

Residency Policy Committee Representative, 1984 – 1987
In-Patient Clinical Chief Resident, 1986 – 1987
Scored 95th Percentile, Psychiatry Interim Training Examination
Admissions Committee Representative

Roger Williams General Hospital, Providence, RI — **July, 1983 – June, 1984**

Psychiatry Residency

Roger Williams General Hospital, Providence, RI
Brown University Affiliate
Internal Medicine Internship

Education

University of Connecticut Medical School — **July, 1979 – May, 1983**

Received MD, Family Medicine Preceptorship, Continuation of Membrane Receptor research

University of Pennsylvania, Philadelphia, PA — **January, 1976 – May, 1979**

BA, Biochemistry with Distinction, Minors in Psychology and English, Magna Cum Laude, Phi Beta Kappa, Alpha Epsilon Delta, Benjamin Franklin Scholar, Honors Program throughout college, 3.8 GPA, Reseach in Membrane Receptor Chemistry for 3 years, Presentation of research at UPenn Hematology Conference

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	$240,800	0%	$0.00
Christopher Mumford	COO	$149,480	0%	$0.00
Crystal Welch	CFO	$156,045	0%	$0.00
Dr. Paul Brown	CMO	$318,150	0%	$0.00

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-05

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

AGREEMENT

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

GENERAL PROVISIONS

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 Monadnock Family Services		1.4 Contractor Address 64 Main Street, 2nd Floor Keene, NH 03431	
1.5 Contractor Phone Number (603) 357-4400	1.6 Account Number 05-95-92-922010-(4117, 4120, 4121, 1909) 05-95-92-921010-2053 05-95-42-421010-2958	1.7 Completion Date 6/30/2025	1.8 Price Limitation $2,720,045
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Philip Wyzik B43F02AA3F574DA... Date: 5/23/2023		1.12 Name and Title of Contractor Signatory Philip Wyzik CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C83442... Date: 5/24/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844941460...		On: 5/27/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS PW

Date 5/23/2023

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.

DS

Contractor Initials PW

Date 5/23/2023

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 PW

Date 5/23/2023

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

DS

Contractor Initials PW

Date 5/23/2023

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT A

Revisions to Standard Agreement 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 and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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
Mental Health Services

EXHIBIT B

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 5.

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

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

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2. System of Care for Children's Mental Health

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. Division for Children, Youth and Families (DCYF)

4.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

4.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

5. Crisis Services

5.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

5.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

5.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

5.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

5.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

5.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

5.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

5.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

5.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

5.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

5.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

5.7.2. One (1) peer.

5.7.3. Telehealth access, and on-call psychiatry, as needed.

5.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

5.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

5.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response

Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

5.10.1. The location of the crisis.

5.10.2. The safety plan either developed over the phone or on record from prior contact(s).

5.10.3. Any accommodations needed.

5.10.4. Treatment history of the individual, if known.

5.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

5.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

5.11.2. Does not fulfill emergency medication refills.

5.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

5.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

5.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

5.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

5.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

5.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

5.16.1. Face-to-face assessments.

5.16.2. Disposition and decision making.

5.16.3. Initial care and safety planning.

5.16.4. Post crisis and stabilization services.

5.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

5.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

5.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

5.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

5.19.1.1. In or at the individual's home.

5.19.1.2. Community settings.

5.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

5.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

5.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

5.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

5.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

5.19.6.1. Obtaining the individual's mental health history including, but not limited to:

5.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

5.19.6.1.2. Substance misuse.

5.19.6.1.3. Social, familial and legal factors;

5.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

5.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

5.19.6.4. Conducting a mental status exam.

5.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

5.19.7.1. Staying in place with:

5.19.7.1.1. Stabilization services.

5.19.7.1.2. A safety plan.

5.19.7.1.3. Outpatient providers;

5.19.7.2. Stepping up to crisis stabilization services or apartments.

5.19.7.3. Admission to peer respite or step-up/step-down program.

5.19.7.4. Admission to a crisis apartment.

5.19.7.5. Voluntary hospitalization.

5.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

5.19.7.7. Medical hospitalization.

5.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

5.20.1. Promoting recovery.

5.20.2. Building upon life, social and other skills.

5.20.3. Offering support.

5.20.4. Reviewing crisis and safety plans.

5.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

5.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

5.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

5.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

5.21.3. Provided in the individual and family home, if requested by the individual;

5.21.4. Implemented using methods that include, but are not limited to:

5.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

5.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

5.21.4.2.1. Cognitive Behavior Therapy (CBT).

5.21.4.2.2. Dialectical Behavior Therapy (DBT).

5.21.4.2.3. Solution-focused therapy.

5.21.4.2.4. Developing concrete discharge plans.

5.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

5.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

5.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

5.22.1. Ensure outreach and educational activities may include, but are not limited to:

5.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

5.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

5.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

5.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

5.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

5.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

5.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

5.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

5.22.2.4. Coordinating with homeless outreach services.

5.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

5.23.1. Determine availability of the Rapid Response Teams;

5.23.2. Facilitate response of dispatched teams; and

5.23.3. Resolve the immediate crisis episode.

5.24. The Contractor shall maintain connection to the designated resource tracking system.

5.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

5.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

5.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

5.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

5.26.2.1. Number of unique individuals who received services.

5.26.2.2. Date and time of mobile arrival; and

5.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

5.26.3.1. Diversions from hospitalizations.

5.26.3.2. Diversions from Emergency Rooms.

5.26.3.3. Services provided.

5.26.3.4. Location where services were provided.

5.26.3.5. Length of time service or services provided.

5.26.3.6. Whether law enforcement was involved for safety reasons.

5.26.3.7. Whether law enforcement was involved for other reasons.

5.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

5.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

5.26.3.10. Outcome of service provided, which may include but is not limited to:

5.26.3.10.1. Remained in home.

5.26.3.10.2. Hospitalization.

5.26.3.10.3. Crisis stabilization services.

5.26.3.10.4. Crisis apartment.

5.26.3.10.5. Emergency department.

5.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

6. Adult Assertive Community Treatment (ACT) Teams

6.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

6.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

6.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

6.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

6.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

6.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

6.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

6.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

6.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

6.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

6.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services

for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

6.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

6.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

6.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

6.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

6.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

6.4.4. Make a referral for an ACT assessment within (7) days of:

6.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

6.4.4.2. An individual being referred for an ACT assessment;

6.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

6.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

6.4.6.1. Extended hospitalization or incarceration.

6.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

6.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

6.4.7.1. To exceed caseload size requirements; or

6.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

7. Evidence-Based Supported Employment

7.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

7.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

7.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

7.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

7.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

7.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

7.6.1. Job development.

7.6.2. Work incentive counseling.

7.6.3. Rapid job search.

7.6.4. Follow along supports for employed individuals.

7.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

7.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

7.7.1. Work with the Department to identify solutions to meet the demand for services; and

7.7.2. Implement such solutions within 45 days.

7.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

7.9. The Contractor shall ensure SE staff receive:

7.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

7.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

8. Coordination of Care from Residential or Psychiatric Treatment Facilities

8.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

8.1.1. Designate a different liaison for individuals being served through their children's services.

8.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

8.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

8.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

8.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

8.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests

an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

8.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

8.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

8.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

8.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

9. Coordinated Care and Integrated Treatment

9.1. Primary Care

9.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

9.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

9.1.2.1. Monitor health;

9.1.2.2. Provide medical treatment as necessary; and

9.1.2.3. Engage in preventive health screenings.

9.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

9.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

9.2. Substance Misuse Treatment, Care and/or Referral

9.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

9.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

9.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

9.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

9.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

9.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

9.3. Area Agencies

9.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

9.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

9.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

9.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

9.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

9.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;

9.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

9.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

9.4. Peer Supports

9.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

9.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore

treatment engagement and connections with natural supports.

9.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

9.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

9.5. Transition of Care with MCO's

9.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

10. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)

10.1. The Contractor shall participate in CCBHC planning activities that include:

10.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

10.1.2. Attending two (2) learning communities on a monthly basis;.

10.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

10.1.4. Meeting monthly with planning consultant for technical assistance.

11. Deaf Services

11.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

11.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

11.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

11.4. The Contractor shall ensure services are person-directed, which may result in:

11.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

11.4.2. Care being shared across the regions; or

11.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

12. Helping Overcome Psychosis Early (HOPE) PROGRAM SERVICES - Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP – CSC) Services

12.1. The Contractor shall provide a Coordinated Specialty Care (CSC) model and implement the NAVIGATE model of treatment for people with Early Serious Mental Illness (ESMI) and First Episode Psychosis (FEP) (EMSI/FEP – CSC) under the name HOPE Program.

12.2. The Contractor shall identify staff to deliver HOPE and to participate in intensive evidence-based ESMI/FEP - CSC training and consultation, as designated by the Department.

12.3. The Contractor shall participate in meetings no less than on a quarterly basis with the Department to ensure program implementation, enrollment, and updates relative to ongoing activities.

12.4. The HOPE team will include roles in accordance with the NAVIGATE model including, but not limited to:

12.4.1. A CSC team leader.

12.4.2. A CSC case worker.

12.4.3. A Supported Employment and Education (SEE) worker.

12.4.4. A therapist.

12.4.5. A family education and support therapist.

12.4.6. A peer.

12.4.7. A psychopharmacologist who provides diagnostic, treatment and medication prescribing services.

12.5. The Contractor shall ensure the HOPE programs' treatment services are available and provided to youth and adults between fifteen (15) and thirty-five (35) years of age who are experiencing early symptoms of a serious mental illness psychiatric disorder.

12.6. The Contractor shall ensure the HOPE program conducts education and assertive outreach to community organizations to facilitate referrals and to support rapid enrollment of individuals with new onset of psychosis to the program, with a goal of enrolling ten (10) individuals throughout the year.

12.7. The Contractor shall accept enrollees from other CMHC catchment areas when appropriate if there is capacity to manage the needs in accordance with a structure and strategy designed in collaboration with the Department.

12.8. The Contractor shall ensure the HOPE programs' treatment model involves a team structure that is based on:

12.8.1. Principles of shared decision-making;

12.8.2. A strengths and resiliency focus;

12.8.3. Recognition of the need for motivational enhancement;

12.8.4. A psychoeducational approach;

12.8.5. Cognitive behavioral therapy methods;

12.8.6. Development of coping skills; and

12.8.7. Integration of natural and peer supports.

12.9. The Contractor shall provide ESMI/FEP – CSC treatment services utilizing a discrete team approach ensuring team members provide ESMI/FEP-specific services and other services identified on individual treatment plans. The Contractor shall ensure that CSC services align with the NAVIGATE model and include, but are not limited to:

12.9.1. A specialized HOPE program intake process that takes place no later than one (1) week after identifying an individual with ESMI/FEP including:

12.9.1.1. Screening conducted by the HOPE team leader prior to admission to the program;

12.9.1.2. Conducting the screening while a person is still in an inpatient setting whenever possible; and

12.9.1.3. Ensuring rapid access to HOPE services in order to reduce the duration of untreated psychosis for individuals.

12.9.2. No less than bimonthly team meetings that:

12.9.2.1. Are led by the HOPE Team Leader;

12.9.2.2. Include all HOPE team members; and

12.9.2.3. Involve communicating the status of all individuals served by the team; planning recovery-oriented care for each individual; and developing strategies to implement the care plans.

12.9.3. Specialized psychiatric support with medication management that includes, but is not limited to:

12.9.3.1. Assessment and monitoring of psychopathology; functioning; medication side effects; and medication attitudes.

12.9.3.2. Shared decision making including education on:

12.9.3.2.1. Use of medications to manage symptoms; and

12.9.3.2.2. Use of lowest effective dosage of antipsychotic medications for recovery-oriented pharmacotherapy that is tailored toward improving functioning and reducing side effects of individuals with ESMI/FEP.

12.9.3.3. Monitoring and treatment of medication side effects with special emphasis on cardio metabolic risk factors, which may include but are not limited to:

12.9.3.3.1. Smoking.

12.9.3.3.2. Weight gain.

12.9.3.3.3. Hypertension.

12.9.3.3.4. Dyslipidemia.

12.9.3.3.5. Prediabetes.

12.9.3.4. Ensuring prescribers maintain close contact with primary care providers to ensure optimal medical treatment for risk factors related to cardiovascular disease and diabetes.

12.9.3.5. Ensuring referrals to specialized psychiatric services to an agency prepared to provide telehealth psychiatric services, through a subcontract payment modality, in instances where an individual needs external psychiatric consultation and services.

12.9.4. Providing medication management services that include, but are not limited to:

12.9.4.1. Thirty (30) minutes per month or more, as clinically indicated, during the first 6 months of enrollment.

12.9.4.2. Thirty (30) minutes every 3 months or more, as clinically indicated, during the last 18 months of enrollment.

12.9.5. Providing specialized youth and young adult peer supports and services.

12.9.6. Facilitating individual and family psychotherapy that is informative and provides skills to families to support the individual's treatment and recovery.

12.9.7. Providing family psychoeducation.

12.9.8. Providing access to telemedicine options for services that cannot be provided by the Contractor, but are available through a regional CMHC that is able to provide services through a telemedicine model.

12.10. The Contractor shall participate in quarterly meetings with the Department to report on program implementation, enrollment, and updates and ensure ongoing the EMSI/FEP-CSC model is reflected in treatment.

12.11. The Contractor shall provide community outreach to ensure knowledge of ESMI/FEP and the CSC program is widespread and available to those in need. The Contractor shall ensure that:

12.11.1. The CSC team includes an identified individual, who may be an Outreach Specialist or may be the Team Leader, who has the dedicated time and skills to:

12.11.1.1. Develop referral pathways to the CSC program; and

12.11.1.2. Educate community partners about the program;

12.11.2. Outreach efforts include local community hospitals, housing programs, criminal justice system, and schools;

12.11.3. Outreach contacts are reported on a quarterly basis;

12.11.4. Outreach includes cultivating relationships with admission and discharge personnel at these external agencies through frequent visits, phone calls, email communication and timely evaluation of potential FEP cases; and

12.11.5. Outreach includes cultivating internal CMHC relationships and activities such as monitoring referrals and intakes to the CMHC and facilitating connection with likely internal candidates for the CSC program.

12.12. The Contractor shall utilize the CANS/ANSA, or other Department-approved evidence based tool, to measure strengths and needs of the individual at program entry and to track the recovery process post-entry.

12.13. The Contractor shall ensure the HOPE program provides time-limited services, as determined in partnership with the Department. The Contractor shall ensure transitions from HOPE include, but are not limited to:

12.13.1. A collaborative process that involves the individual; their relatives and important others; and members of the CSC team to determine readiness for a less intensive level of care.

12.13.2. An assessment of the individuals progress toward achieving treatment goals, and identification of areas that require additional work, in key domains that include:

12.13.2.1. School and work functioning;

12.13.2.2. Quality of peer and family relationships;

12.13.2.3. Relief from symptoms;

12.13.2.4. Abstinence from substances; and

12.13.2.5. Effective management of health issues

12.13.3. Consideration of the individual's personal vision of stability, success in community functioning, and personal autonomy.

12.13.4. Utilizing formal transition planning guides and worksheets.

12.14. The Contractor shall submit reports to the Department in a Department-approved format and frequency, which include but are not limited to:

12.14.1. Quarterly Team Leader Reports that are due on the 15th of the month following the close of each quarter, which include, but are not limited to:

12.14.1.1. Monthly enrollment, service utilization, and outcomes reports.

12.14.1.2. Quarterly staffing summary.

12.14.1.3. Quarterly meeting summary.

12.14.1.4. Referral and enrollment efforts.

12.14.1.5. Community outreach efforts inclusive of outreach descriptions, occurrences, and agencies contacted.

12.15. The Contractor shall submit invoices for services in a format provided by the BMHS Financial Management Unit, which are processed for payment upon verification of timely reporting.

13. CANS/ANSA or Other Approved Assessment

13.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

13.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

13.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

13.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

13.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

13.3.1. Utilized to develop an individualized, person-centered treatment plan;

13.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

13.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

13.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

13.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

13.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

13.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

13.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

14. Pre-Admission Screening and Resident Review

14.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

14.2. Upon request by the Department, the Contractor shall:

14.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

14.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

14.2.2.1. Requires nursing facility care; and

14.2.2.2. Has active treatment needs.

15. Application for Other Services

15.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

15.1.1. Medicaid.

15.1.2. Medicare.

15.1.3. Social Security Disability Income.

15.1.4. Veterans Benefits.

15.1.5. Public Housing.

15.1.6. Section 8 Subsidies.

15.1.7. Child Care Scholarship.

16. Community Mental Health Program (CMHP) Status

16.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

16.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

17. Quality Improvement

17.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

17.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

17.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

17.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

17.3.1. Submit all required information in a format provided by the Department or contracted vendor;

17.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

17.3.3. Support all efforts of the Department to conduct the survey;

17.3.4. Promote survey participation of individuals sampled to participate; and

17.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

17.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

17.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

18. Maintenance of Fiscal Integrity

18.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

18.1.1. Balance Sheet;

18.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

18.1.2.1. All revenue sources and expenditures; and

18.1.2.2. A budget column allowing for budget to actual analysis;

18.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

18.1.3.1. All revenue sources and all related expenditures for the Program; and

18.1.3.2. A budget column allowing for budget to actual analysis; and

18.1.4. Cash Flow Statement.

18.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

18.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

18.3.1. Days of Cash on Hand:

18.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

18.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

18.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

18.3.2. Current Ratio:

18.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

18.3.2.2. Formula: Total current assets divided by total current liabilities.

18.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

18.3.3. Debt Service Coverage Ratio:

18.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

18.3.3.2. Definition: The ratio of net income to the year to date debt service.

18.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

18.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

18.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

18.3.4. Net Assets to Total Assets:

18.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

18.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

18.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

18.3.4.4. Source of Data: The Contractor's monthly financial statements.

18.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

18.4. In the event that the Contractor does not meet either:

18.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

18.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

18.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

18.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

18.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

18.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

18.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or

materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

18.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

18.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

18.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

19. Reduction or Suspension of Funding

19.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

19.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

19.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

19.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

19.3.2. Crisis services for all individuals.

19.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

19.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

20. Elimination of Programs and Services by Contractor

20.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

20.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

20.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

20.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

20.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

20.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

21. Data Reporting

21.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

21.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

21.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

21.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

21.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

21.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

21.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

21.6.2. Ensuring data files and records are consistent with reporting specification requirements.

21.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

21.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

21.6.5. Participating in Departmental efforts for system-wide data quality improvement.

21.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

21.6.6.1. All data is formatted in accordance with the file specifications;

21.6.6.2. No records will reject due to illegal characters or invalid formatting; and

21.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

21.7. The Contractor shall meet the following standards:

21.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

21.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 21.8.

21.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

21.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

21.8.1. The waiver length shall not exceed 180 days.

21.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

21.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

21.8.4. Failure of the Contractor to implement the plan may require:

21.8.4.1. Another plan; or

21.8.4.2. Other remedies, as specified by the Department.

22. Privacy Impact Assessment

22.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

22.1.1. How PII is gathered and stored;

22.1.2. Who will have access to PII;

22.1.3. How PII will be used in the system;

22.1.4. How individual consent will be achieved and revoked; and

22.1.5. Privacy practices.

22.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 4.41% Federal funds, Block Grants for Community Mental Health Services, as awarded on 2/23/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM087375.
   1.2. 1.61% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 93.43% General funds.
   1.4. .55% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. 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 noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek

reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

Program to be Funded	SFY2024 Amount	SFY2025 Amount	TOTALS
Div. for Children Youth and Families (DCYF) Consultation	$ 1,770.00	$ 1,770.00	$ 3,540.00
Rapid Response Crisis Services	$ 993,188.00	$ 993,188.00	$ 1,986,376.00
Assertive Community Treatment Team (ACT) - Adults	$ 225,000.00	$ 225,000.00	$ 450,000.00
ACT Enhancement Payments	$ 12,500.00	$ 12,500.00	$ 25,000.00
Behavioral Health Services Information System (BHSIS)	$ 10,000.00	$ 5,000.00	$ 15,000.00
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	$ 5,000.00	$ 5,000.00	$ 10,000.00
General Training Funding	$ 5,000.00	$ 5,000.00	$ 10,000.00
System Upgrade Funding	$ 15,000.00	$ 15,000.00	$ 30,000.00
System of Care 2.0	$ 5,300.00	$ -	$ 5,300.00
First Episode Psychosis Programming	$ 60,000.00	$ 60,000.00	$ 120,000.00
Community Behavioral Health Clinic (Stipends)	$ 43,829.00	$ -	$ 43,829.00
Total	$1,376,587.00	$1,322,458.00	$2,699,045.00

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL REIMBURSEMENT
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	$225,000
ACT Enhancements	1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment. OR 2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized	$12,500

	Substance Abuse Treatment (S7) fidelity measures.	

7.6. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL REIMBURSEMENT
$2,500	$250/Person X 10 People = $2,500	$5,000

7.8. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain cand expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.9. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.10. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program	$5,000.00
Indirect Costs (not to exceed 6%)	$300.00
Total	**$5,300.00**

7.11. HOPE Program: Funding to support ongoing implementation and programming outlined in Exhibit B, Scope of Services, HOPE Program – Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP-CSC). Invoice based payments for unbillable

time and services delivered by the FEP/ESMI team. Invoices will only be processed upon receipt of outlined data reports and invoice shall reference contract budget line items.

7.12. Certified Community Behavioral Health Clinic (CCBHC) Planning: The Contractor shall participate in CCBHC planning activities that include co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant; attend two (2) learning communities on a monthly basis; complete the CCBHC self-assessment tool as defined by the department; meet monthly with planning consultant for technical assistance. Funds are available through March 30, 2024.

7.13. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. Other

8.1. Enhanced – Illness Management and Recovery (eIMR) Training: One-time funds not to exceed $21,000 are available in SFY 2023 for eIMR training to contract directly with the Center for Practice Transformation at the University of Minnesota to train 30 center staff in eIMR. Slots may be offered to other centers if openings are available.

9. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

9.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

9.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

10. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

10.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

10.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

10.3. Identifies and requests payment for allowable costs incurred in the previous month.

10.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

10.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

10.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

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

11. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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

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

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

14.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to

dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

14.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

14.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Monadnock Family Services	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2023-6/30/2024	
Indirect Cost Rate (if applicable)	0.1	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$654,535	$115,065
2. Fringe Benefits	$236,360	$17,410
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$3,100
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$0	$6,000
6. Travel	$4,800	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$6,600	$0
Other (please specify)	$603	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$902,898	$141,575
Total Indirect Costs	$90,290	$14,158
TOTAL	$993,188	$155,733

Contractor: DS PW

Date: 5/23/2023

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Monadnock Family Services	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2024-6/30/2025	
Indirect Cost Rate (if applicable)	0.100000222	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$654,535	$115,065
2. Fringe Benefits	$236,360	$17,410
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$3,100
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$0	$6,000
6. Travel	$4,800	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$6,600	$0
Other (please specify)	$603	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$902,898	$141,575
Total Indirect Costs	$90,290	$14,158
TOTAL	$993,188	$155,733

Contractor: PW DS

Date: 5/23/2023

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

DS PW

Vendor Initials _____
Date 5/23/2023

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: Monadnock Family Services

5/23/2023
Date

DocuSigned by:
Philip Wyzik
Name: Philip Wyzik
Title: CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name: Monadnock Family Services

5/23/2023
Date

DocuSigned by:
Philip Wyzik
Name: Philip Wyzik
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Contractor Initials DS PW

Date 5/23/2023

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.

Contractor Name: Monadnock Family Services

5/23/2023
Date

DocuSigned by:
Philip Wyzik
840E024A8E5407...
Name: Philip Wyzik
Title: CEO

Contractor Initials: DS PW
Date: 5/23/2023

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

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

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

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

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

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

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

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

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

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

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

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

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

DS
PW

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

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

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

Contractor Name: Monadnock Family Services

5/23/2023
Date

DocuSigned by:
Philip Wyzik
Name: Philip Wyzik
Title: CEO

DS
PW
Contractor Initials

5/23/2023
Date

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Monadnock Family Services

5/23/2023
Date

DocuSigned by:
Philip Wyzik
Name: Philip Wyzik
Title: 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.

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	Monadnock Family Services
The State	Name of the Contractor
Signed by: Katja S. Fox	Signed by: Philip Wyzik
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Philip Wyzik
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
5/24/2023	5/23/2023
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 (UEI #)
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: Monadnock Family Services

5/23/2023
Date

DocuSigned by:
Philip Wyzik
Name: Philip Wyzik
Title: CEO

Contractor Initials: DS PW
Date: 5/23/2023

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 UEI (SAM.gov) number for your entity is: P7WBAPJ9Y4W7

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

   ___X___ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

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

5. "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.

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

7. "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.

8. "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.

9. "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.

10. "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.

11. "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. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to 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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data 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 Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
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 Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential 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 Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, 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 Confidential Data.

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 DHHS 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 DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire 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 DHHS.

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 Confidential Data or 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 Confidential 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 Confidential 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, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    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

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62930**

Certificate Number: **0005760788**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of April A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Monadnock Family Services
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 23, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Philip Wyzik, CEO or Gigi Pratt, CFO (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 5/23/23

Signature of Elected Officer
Name: Shannon Howe
Title: Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2023

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

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

PRODUCER	**CONTACT NAME:** Laura MacDonald
Brown & Brown of New Hampshire, Inc. 309 Daniel Webster Highway Merrimack NH 03054	**PHONE (A/C, No, Ext):** (603) 424-9901 **FAX (A/C, No):** (866) 848-1223 **E-MAIL ADDRESS:** Laura.MacDonald@BBrown.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Monadnock Family Services, Monadnock Regional Foundation for Families Inc, Monadnock Community Services Center Inc. 64 Main Street, Suite 210 Keene NH 03431	**INSURER A:** Philadelphia Indemnity Insurance Company — 18058 **INSURER B:** Technology Insurance Company, Inc. — 42376 **INSURER C:** **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 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2459944	09/01/2022	09/01/2023	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 [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2459948	09/01/2022	09/01/2023	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			PHUB830960	09/01/2022	09/01/2023	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
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		TWC4151299	09/01/2022	09/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	3A State: NH $ 500,000 $ 500,000 $ 500,000
A	Professional Liability			PHPK2459944	09/01/2022	09/01/2023	Each Professional Inc. Aggregate Limit	$1,000,000 $3,000,000

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

CERTIFICATE HOLDER

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

Laura MacDonald

MONADNOCK FAMILY SERVICES

Inspiring hope since 1905

Our Mission:

Our mission is to be a source of health and hope for people and the communities in which they live, particularly as it pertains to mental illness. We create services that heal, education that transforms, and advocacy that brings a just society for everyone.

Our Vision:

We see a community in which the needs of our clients are met through understanding and skillful providers, supportive and accessible services, and a rich array of opportunities for growth.

Our Service Standard:

All our interactions with clients, customers, stakeholders and each other are at the same level of quality and professionalism we expect from health care providers treating ourselves or our family members. This is our standard for quality.

Financial Statements

MONADNOCK FAMILY SERVICES

FOR THE YEARS ENDED JUNE 30, 2022 AND 2021
AND
INDEPENDENT AUDITORS' REPORT

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

MONADNOCK FAMILY SERVICES

JUNE 30, 2022 AND 2021

TABLE OF CONTENTS

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

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Monadnock Family Services

Opinion

We have audited the accompanying financial statements of Monadnock Family Services (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of cash flows, and the notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2022.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services as of June 30, 2022 and 2021, and its cash flows for the years then ended, and the change in its net assets for the year ended June 30, 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Monadnock Family Services' internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Monadnock Family Services' ability to continue as a going concern for a reasonable period of time.

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

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 21 - 23 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.

Report on Summarized Comparative Information

We have previously audited Monadnock Family Services' June 30, 2021 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 14, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leone McDonnell & Roberts,
Professional Association

Wolfeboro, New Hampshire
December 1, 2022

MONADNOCK FAMILY SERVICES

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

ASSETS

	2022	2021
CURRENT ASSETS		
Cash and cash equivalents	$ 3,968,687	$ 2,866,873
Accounts receivable:		
Client fees	181,477	208,052
Medicaid and Medicare	277,189	188,574
Insurance	192,776	182,817
Other	594,364	193,857
Allowance for doubtful accounts	(407,085)	(399,701)
Pledges receivable, current portion	267,548	-
Prepaid expenses	107,683	179,640
Total current assets	5,182,639	3,420,112
PROPERTY		
Furniture, fixtures and equipment	394,124	394,124
Vehicles	348,863	348,863
Building and leasehold improvements	130,838	130,838
Total	873,825	873,825
Less accumulated depreciation	649,021	563,810
Property, net	224,804	310,015
OTHER ASSETS		
Interest in net assets of Foundation	1,684,137	1,969,784
Pledges receivable, less current portion shown above	225,091	-
Total other assets	1,909,228	1,969,784
Total assets	$ 7,316,671	$ 5,699,911

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 137,576	$ 75,567
Accrued salaries, wages, and related expenses	628,242	552,927
Refundable advance	513,726	205,021
Other current liabilities	132,859	126,826
Due to affiliates, net	2,751,361	1,234,605
Total liabilities	4,163,764	2,194,946
NET ASSETS		
Without donor restrictions	2,900,279	3,211,715
With donor restrictions	252,628	293,250
Total net assets	3,152,907	3,504,965
Total liabilities and net assets	$ 7,316,671	$ 5,699,911

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2022 Total	2021 Total
CHANGES IN NET ASSETS				
Revenues				
Program service fees	$ 12,142,182	$ -	$ 12,142,182	$ 11,964,220
Other public support	1,085,027	-	1,085,027	853,586
Federal funding	343,595	-	343,595	586,345
Donations	1,995,014	-	1,995,014	332,748
United Way	11,543	-	11,543	54,219
Local/County government	178,371	-	178,371	210,747
Program sales	141,255	-	141,255	76,258
Rental income	4,998	-	4,998	2,550
Net gain (loss) on beneficial interest in Foundation	(245,025)	(40,622)	(285,647)	233,375
Other income	2,756	-	2,756	22,042
Total revenues	15,659,716	(40,622)	15,619,094	14,336,090
Expenses				
Program services				
Children & adolescents	2,871,814	-	2,871,814	2,685,039
Multi-service team	2,058,981	-	2,058,981	2,017,489
Maintenance	1,148,434	-	1,148,434	1,144,573
ACT team	1,092,172	-	1,092,172	993,797
Other non-BBH	1,045,827	-	1,045,827	876,769
Emergency services/assessment	918,934	-	918,934	908,251
Older adult services	540,375	-	540,375	560,616
Community residence	513,655	-	513,655	493,887
Intake	323,816	-	323,816	297,367
Non-eligibles	278,484	-	278,484	416,259
Vocational services	238,170	-	238,170	137,351
Supportive living	162,188	-	162,188	178,952
Restorative partial hospital	35,971	-	35,971	33,737
Community education & training	6,314	-	6,314	10,438
Supporting activities				
Administration	4,736,017	-	4,736,017	2,679,517
Total expenses	15,971,152	-	15,971,152	13,434,042
CHANGES IN NET ASSETS	(311,436)	(40,622)	(352,058)	902,048
NET ASSETS, BEGINNING OF YEAR	3,211,715	293,250	3,504,965	2,602,917
NET ASSETS, END OF YEAR	$ 2,900,279	$ 252,628	$ 3,152,907	$ 3,504,965

See Notes to Financial Statements

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/ Assessment	Restorative Partial Hospital
PERSONNEL COSTS						
Salaries and wages	$ 803,423	$ 1,903,301	$ 382,711	$ 214,705	$ 691,953	$ 31,261
Employee benefits	143,354	468,816	73,425	55,674	79,704	664
Payroll taxes	61,766	145,703	29,161	16,667	53,740	2,548
PROFESSIONAL FEES						
Substitute staff	7,959	9,075	-	-	2,726	-
Audit fees	2,860	8,948	1,383	1,040	2,047	148
Legal fees	941	4,747	842	73	250	79
Other professional fees	388	2,135	164	174	94	91
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	46	469	27	4	26	-
Conferences and conventions	8,136	11,572	766	184	635	-
Other staff development	946	3,618	240	98	158	13
OCCUPANCY COSTS						
Rent	68,714	150,915	22,637	21,839	49,184	28
Repairs and maintenance	263	143	59	42	378	2
Other occupancy costs	10,029	22,535	3,574	2,496	4,822	183
CONSUMABLE SUPPLIES						
Office supplies and equipment	2,635	4,927	1,465	621	2,998	42
Building and household	2,150	3,735	596	450	861	118
Educational and training	-	1,381	-	-	-	-
Food	1	3,008	126	-	-	-
Medical supplies	3,131	997	6,031	16	2,912	2
Other consumable supplies	4,174	8,667	1,287	596	3,156	108
DEPRECIATION	875	1,931	164	211	47	-
EQUIPMENT RENTAL	3,552	7,733	567	821	-	-
EQUIPMENT MAINTENANCE	754	3,129	446	316	385	26
ADVERTISING	141	592	50	44	60	4
PRINTING	208	892	38	20	190	3
TELEPHONE	12,599	34,297	8,412	4,671	11,760	377
POSTAGE	449	1,374	175	139	156	2
TRANSPORTATION						
Staff	959	19,926	2,617	955	1,826	-
Clients	(544)	1,687	24	-	3,313	-
ASSISTANCE TO INDIVIDUALS						
Client services	1,344	7,362	-	50	-	-
INSURANCE						
Malpractice and bonding	4,316	28,300	2,005	870	3,506	124
Vehicles	-	-	-	-	-	-
Comprehensive property and liability	2,625	8,212	1,269	955	1,879	136
MEMBERSHIP DUES	-	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	240	1,687	114	85	168	12
TOTAL FUNCTIONAL EXPENSES	$ 1,148,434	$ 2,871,814	$ 540,375	$ 323,816	$ 918,934	$ 35,971

See Notes to Financial Statements

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Vocational Services	Non-Eligibles	Multi-Service Team	ACT Team	Community Residence	Supportive Living
PERSONNEL COSTS						
Salaries and wages	$ 154,953	$ 91,449	$ 1,327,211	$ 617,474	$ 361,465	$ 7,090
Employee benefits	22,408	11,932	299,008	63,157	65,031	1,749
Payroll taxes	12,084	7,172	100,794	45,793	28,206	544
PROFESSIONAL FEES						
Substitute staff	583	-	13,841	19	416	150,924
Audit fees	341	475	5,082	2,610	1,416	29
Legal fees	125	160	2,469	1,470	698	600
Other professional fees	43	205	616	260	33	27
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	5	2	103	61	324	-
Conferences and conventions	2,235	715	7,272	1,624	1,599	1
Other staff development	47	81	1,767	639	279	141
OCCUPANCY COSTS						
Rent	35,209	13,234	173,729	80,568	7,368	313
Repairs and maintenance	164	66	950	912	1,105	-
Other occupancy costs	1,411	1,074	11,706	15,151	400	64
CONSUMABLE SUPPLIES						
Office supplies and equipment	2,169	1,382	8,051	1,740	1,765	45
Building and household	235	792	2,626	19,429	6,822	9
Educational and training	-	-	-	-	-	-
Food	9	-	193	69	23,560	-
Medical supplies	622	6	9,386	522	748	-
Other consumable supplies	500	688	9,072	2,818	1,714	404
DEPRECIATION	6	118	1,012	78	2	1
EQUIPMENT RENTAL	-	472	3,891	-	-	-
EQUIPMENT MAINTENANCE	65	88	1,016	827	446	6
ADVERTISING	10	22	211	76	41	1
PRINTING	42	46	467	93	43	16
TELEPHONE	2,394	2,425	30,685	17,468	4,045	148
POSTAGE	20	119	711	306	59	21
TRANSPORTATION						
Staff	1,460	928	11,807	8,267	488	-
Clients	20	37	1,310	983	120	-
ASSISTANCE TO INDIVIDUALS						
Client services	-	143,922	18,747	8,187	1,175	-
INSURANCE						
Malpractice and bonding	669	398	10,046	2,195	1,459	24
Vehicles	-	-	-	-	1,401	-
Comprehensive property and liability	313	437	4,664	2,395	1,300	27
MEMBERSHIP DUES	-	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	28	39	538	196,981	127	4
TOTAL FUNCTIONAL EXPENSES	$ 238,170	$ 278,484	$ 2,058,981	$ 1,092,172	$ 513,655	$ 162,188

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2022 Totals	2021 Totals
PERSONNEL COSTS						
Salaries and wages	$ 3,967	$ 597,557	$ 7,188,520	$ 1,013,570	$ 8,202,090	$ 7,555,451
Employee benefits	245	88,037	1,373,204	234,711	1,607,915	1,772,279
Payroll taxes	346	46,811	551,335	76,800	628,135	573,749
PROFESSIONAL FEES						
Substitute staff	-	-	185,543	-	185,543	175,814
Audit fees	87	2,184	28,650	4,225	32,875	33,700
Legal fees	-	529	12,983	9,398	22,381	7,870
Other professional fees	-	12,482	16,712	139,387	156,099	161,092
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	-	610	1,677	504	2,181	2,377
Conferences and conventions	-	326	35,065	20	35,085	13,854
Other staff development	182	1,263	9,472	1,000	10,472	14,999
OCCUPANCY COSTS						
Rent	1	105,367	729,106	89,741	818,847	715,250
Repairs and maintenance	1	663	4,748	32	4,780	20,379
Other occupancy costs	190	4,668	78,303	28,450	106,753	84,372
CONSUMABLE SUPPLIES						
Office supplies and equipment	11	5,374	33,225	9,453	42,678	24,191
Building and household	20	5,957	43,800	1,042	44,842	24,221
Educational and training	247	-	1,628	-	1,628	500
Food	-	20,011	46,977	147	47,124	23,434
Medical supplies	1	728	25,102	488	25,590	7,730
Other consumable supplies	37	8,509	41,730	53,471	95,201	74,726
DEPRECIATION	-	44,206	48,651	36,560	85,211	65,266
EQUIPMENT RENTAL	-	-	17,036	1,934	18,970	20,733
EQUIPMENT MAINTENANCE	17	2,625	10,146	27,383	37,529	33,524
ADVERTISING	2	16,994	18,248	9,571	27,819	13,040
PRINTING	1	13,354	15,413	895	16,308	5,650
TELEPHONE	10	8,840	138,131	19,075	157,206	164,796
POSTAGE	-	2,723	6,254	10,452	16,706	18,095
TRANSPORTATION						
Staff	-	1,005	50,238	2,172	52,410	38,589
Clients	-	26,473	33,423	1,377	34,800	35,522
ASSISTANCE TO INDIVIDUALS						
Client services	-	2,385	183,172	-	183,172	328,200
INSURANCE						
Malpractice and bonding	73	1,827	55,812	1,963	57,775	41,722
Vehicles	-	4,202	5,603	-	5,603	5,523
Comprehensive property and liability	80	2,485	26,777	2,270	29,047	45,468
MEMBERSHIP DUES	789	300	1,089	2,510	3,599	3,389
INTEREST EXPENSE	-	-	-	95	95	71
CONTRIBUTION EXPENSE	-	-	-	2,866,081	2,866,081	1,300,000
OTHER	7	17,332	217,362	91,240	308,602	28,466
TOTAL FUNCTIONAL EXPENSES	$ 6,314	$ 1,045,827	$ 11,235,135	$ 4,736,017	$ 15,971,152	$ 13,434,042

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (352,058)	$ 902,048
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	85,211	65,266
Change in allowance for doubtful accounts	7,384	19,144
(Gain) loss on beneficial interest in Foundation	285,647	(233,375)
(Increase) decrease in assets:		
Accounts receivable	(472,506)	436,777
Prepaid expenses	71,957	(104,513)
Pledges receivable	(492,639)	-
Increase (decrease) in liabilities:		
Accounts payable	62,009	(157,373)
Accrued salaries, wages and related expenses	75,315	18,687
Refundable advance	308,705	(110,343)
Other current liabilities	6,033	20,113
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	(414,942)	856,431
CASH FLOWS FROM INVESTING ACTIVITIES		
Increase in due to affiliates, net	1,516,756	580,739
Property and equipment additions	-	(175,268)
NET CASH PROVIDED BY INVESTING ACTIVITIES	1,516,756	405,471
NET INCREASE IN CASH AND CASH EQUIVALENTS	1,101,814	1,261,902
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	2,866,873	1,604,971
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 3,968,687	$ 2,866,873
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	$ 95	$ 71

See Notes to Financial Statements

1. ORGANIZATION OF THE CORPORATION

Monadnock Family Services (the Organization) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs.

The Organization operates in the Monadnock region of the State of New Hampshire.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of Monadnock Family Services have been prepared on the accrual basis of accounting.

Basis of Presentation

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

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

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

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Accounting Estimates

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

Cash Equivalents

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

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 6.

Property and Depreciation

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

Furniture, fixtures and equipment	3 - 10 Years
Vehicles	5 - 10 Years
Building and leasehold improvements	5 - 40 Years

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

Depreciation expense was $85,211 and $65,266 for the years ended June 30, 2022 and 2021, respectively.

Accrued Earned Time

At June 30, 2022 and 2021 the Organization has accrued a liability for future compensated leave time in the amount of $323,594 and $323,594, respectively, that its employees have earned and which is vested with the employee.

Refundable Advances

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

Revenue Recognition

In May of 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606).* This ASU is a comprehensive revenue recognition model that requires an organization to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. Contracts and transactions with customers predominantly contain a single performance obligation.

The Organization records the following exchange transaction revenue in its statements of activities for the years ended June 30, 2022 and 2021:

Mental Health Services – The Organization provides a variety of mental health services to its patients. All mental health services revenue recognized upon completion of the service provided.

Contract Balances

Contract balances as a result of contracts and transactions with customers primarily consist of receivables included in accounts receivable in the Organization's statements of financial position. The Organization's receivables from transactions with customers amounted to $285,028 and $236,958 for the years ended June 30, 2022 and 2021, respectively.

Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods, as final amounts are determined.

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The Organization receives reimbursement from Medicare, Medicaid and private third-party payors at defined rates for services rendered to patients covered by these programs. The difference between established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Contributions

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

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, 2021, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

Expense	Method of allocation
Salaries and benefits	Time and effort
Occupancy	Square footage
Depreciation	Square footage
All other expenses	Direct assignment

Fair Value of Financial Instruments

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

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

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

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

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

Management has determined the beneficial interest in net assets held by Monadnock Regional Foundation for Family Services, Inc. to be in Level 2 of the fair value hierarchy as defined above (also see Note 5).

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an Organization that is not a private foundation under Section 509(a)(2). Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements.

New Accounting Pronouncement

As of July 1, 2021, the Organization adopted the provisions of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2020-07, Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets (Topic 958), as amended. ASU 2020-07 applied to the presentation and disclosure of nonfinancial assets received by not-for-profit organizations and increases transparency of such contributions. Results for reporting the years June 30, 2022 and 2021 are presented under FASB ASC Topic 958. The ASU has been applied retrospectively to all periods presented, with no material effect on previously issued financial statements.

Other Events

The Organization's activities could be impacted should the disruptions from the novel coronavirus (COVID-19) lead to changes in consumer behavior. 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. COVID-19 also makes it more challenging for management to estimate future performance of the Organization, particularly over the near to medium term.

During the year ended June 30, 2021, the Managed Care Organizations that Monadnock Family Services contracts with to provide services, had forgiven their maintenance of effort requirements due to the hardships COVID-19 presented. As a result, the Organization recognized approximately an additional $532,000 for the year ended June 30, 2021 in revenue. If these requirements were not relaxed, the Organization would have recorded this amount as a refundable advance liability at June 30, 2021, and would have been required to be returned to the Managed Care Organizations.

During the year ended June 30, 2022, the Managed Care Organizations that Monadnock Family Services contracts with to provide services, had forgiven 50% of their maintenance of effort requirements due to the hardships COVID-19 presented. As a result, the Organization recognized approximately an additional $215,000 for the year ended June 30, 2022 in revenue. If these requirements were not relaxed, the Organization would have recorded this amount as a refundable advance liability at June 30, 2022, and would have been required to be returned to the Managed Care Organizations.

3. LIQUIDITY AND AVAILIBILITY

The following represents the Organization's financial assets as of June 30, 2022 and 2021:

	2022	2021
Cash and cash equivalents	$ 3,968,687	$ 2,866,873
Accounts receivable, net	838,721	373,599
Pledges receivable, net	492,639	-
Beneficial interest in Foundation	1,684,137	1,969,784
Total financial assets	$ 6,984,184	$ 5,210,256
Less amounts not available to be used within one year:		
Net assets with donor restrictions	$ 252,628	$ 293,250
Long-term pledges receivable, net	225,091	-
Beneficial interest in Foundation	1,684,137	1,969,784
Amounts not available within one year	2,161,856	2,263,034
Financial assets available to meet general expenditures over the next twelve months	$ 4,822,328	$ 2,947,222

The Organization's goal is generally to maintain financial assets to meet 45 days of operating expenses (approximately $1.70 million and $1.65 million for the years ended June 30, 2022 and 2021, respectively). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

4. PLEDGES RECEIVABLE

Pledges receivable as of June 30, 2022 and 2021 consisted of the following:

	2022	2021
Due in less than one year	$ 267,548	$ -
Due in one to five years	232,369	-
Gross pledges receivable	499,917	-
Less:		
Discount to present value	7,278	-
Pledges receivable, net	$ 492,639	$ -

Pledges receivable expected to be collected in longer than one year are discounted using the rate of return on the five year U.S. Treasury Note of 3.10% as of June 30, 2022.

5. INTEREST IN NET ASSETS OF FOUNDATION

The Organization is the sole beneficiary of assets held by Monadnock Regional Foundation for Family Services, Inc. The Organization and the Foundation are considered financially interrelated Organizations under FASB ASC Topic No. 958-605, *Not-for-Profit Entities - Transfers of Assets to a Nonprofit Organization or Charitable Trust That Raises or Holds Contributions for Others.* The fair value of the Foundation's assets, which approximates the present value of future benefits expected to be received, was $1,774,682 and $2,025,549 at June 30, 2022 and 2021, respectively. The cost basis of the Foundation's assets was $1,950,228 and $1,690,006 at June 30, 2022 and 2021, respectively.

6. DEMAND NOTE PAYABLE

Demand note payable with a bank, subject to bank renewal on June 30, 2023. The maximum amount available at June 30, 2022 and 2021 was $250,000. At June 30, 2022 and 2021 the interest rate was stated at 5.50% and 4.00%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 11). There was no balance outstanding at June 30, 2022 and 2021.

7. NET ASSETS

Net assets with donor restrictions were as follows for the years ended June 30, 2022 and 2021:

	2022	2021
Special Purpose Restrictions:		
Beneficial interest in Foundation	$ 171,414	$ 212,036
Restricted in Perpetuity:		
Beneficial interest in Foundation	81,214	81,214
Total net assets with donor restrictions	$ 252,628	$ 293,250

8. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All full-time employees are eligible to participate when hired, and are eligible to receive employer contributions after one year of employment. The Organization's matching contributions to the plan for the years ended June 30, 2022 and 2021 were $65,326 and $183,591, respectively.

9. CONCENTRATION OF RISK

For the years ended June 30, 2022 and 2021 approximately 71% and 76%, respectively of the total revenue was derived from Medicaid. The future existence of the Organization, in its current form, is dependent upon continued support from Medicaid.

Medicaid receivables comprise approximately 19% and 28% of the total accounts receivable balances at June 30, 2022 and 2021, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 6.

10. OPERATING LEASE OBLIGATIONS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from month-to-month to 60 months. Rent expense under these agreements aggregated $837,818 and $735,981 for the years ended June 30, 2022 and 2021, respectively.

The approximate future minimum lease payments on the above leases are as follows:

Year Ending June 30	Amount
2023	$ 69,144
2024	69,144
2025	69,144
2026	69,144
2027	63,382
Total	$ 339,958

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

11. RELATED PARTY TRANSACTIONS

Monadnock Family Services is related to the following nonprofit corporations as a result of their articles of incorporation and common board membership.

Related Party	Function
Monadnock Community Service Center, Inc.	Provides real estate services and property management assistance
Monadnock Regional Foundation for Family Services, Inc.	Endowment for the benefit of Monadnock Family Services

Monadnock Family Services has transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

Due to/from Affiliate

At June 30, 2022 and 2021, the Organization had a payable due to Monadnock Community Service Center, Inc. in the amount of $2,841,906 and $1,290,370, respectively.

At June 30, 2022 and 2021, the Organization had a receivable due from Monadnock Regional Foundation for Family Services, Inc. in the amount of $ 90,545 and $55,765, respectively.

Rental Expense

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was $789,608 and $696,329 for the years ended June 30, 2022 and 2021, respectively.

Contributions
During the year ended the June 30, 2022 and 2021, the Organization made contributions to Monadnock Community Service Center, Inc. in the amount of $2,866,081 and $1,300,000, respectively.

During the year ended the June 30, 2022 and 2021, the Organization made contributions to Monadnock Regional Foundation for Family Services, Inc. in the amounts of $75,893 and $12,369, respectively. The contributions consisted of financial securities.

Distributions
Monadnock Regional Foundation for Family Services, Inc. can elect to distribute (on an annual basis) a percentage of its investment account (based upon a 24-month rolling average of the investment value) to Monadnock Family Services. The Foundation distributed $73,379 and $12,403 during the years ended June 30, 2022 and 2021, respectively.

Management Fee
The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated $141,255 and $76,258 for the years ended June 30, 2022 and 2021, respectively.

Guarantee
One of the Organization's demand note payable is guaranteed by Monadnock Community Service Center, Inc.

Co-obligation
The Organization is co-obligated on certain mortgage notes and tax-exempt bonds payable of Monadnock Community Service Center, Inc.

12. CONTINGENCIES

Grant Compliance
The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2022.

13. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 at June 30, 2022 and 2021. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2022 and 2021, cash balances in excess of FDIC coverage aggregated $3,238,922 and $2,112,167, respectively.

14. CAPITAL CAMPAIGN

During the year ended June 30, 2022, the Organization launched a capital campaign. The Organization's goal was to purchase a larger facility in Keene, NH with a fundraising target of $1,000,000. As of June 30, 2022, the campaign had received pledges and one-time gifts of more than $1,500,000. The capital campaign was completed during the year ended June 30, 2022.

15. RECLASSIFICATIONS

Certain reclassifications have been made to the prior years' financial statements to conform to the current year presentation. These classifications had no effect on the previously reported results of operations or retained earnings.

16. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the 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. Non-recognized 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 December 1, 2022 the date when the June 30, 2022 financial statements were available for issuance.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/ Assessment	Restorative Partial Hospital
Program fees:						
Net client fees	$ 13,714	$ 37,781	$ 10,049	$ 4,241	$ 22,215	$ 100
Medicaid	636,861	4,629,170	689,791	33,482	233,129	48,303
Medicare	174,969	3,288	2,815	406	17,677	-
Other insurance	180,228	175,021	2,177	9,128	30,078	13,208
Other program fees	-	120	-	-	-	-
Program sales:						
Service and production	-	150	-	-	-	-
Public support:						
United Way	-	11,543	-	-	-	-
Local/county government	(16,692)	69,612	-	126,781	(2,500)	-
Donations	150	1,650	-	-	400	-
Other public support	13,664	(7,301)	4,480	-	12,746	-
Div. for Children, Youth & Families	-	922	-	-	-	-
DHHS - State	250	4,735	-	-	128,421	-
Federal funding:						
Other federal grants	127,793	47,178	-	-	-	-
PATH	-	-	-	-	33,300	-
DHHS - Federal	-	-	-	-	-	-
Rental income	-	-	-	-	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	(262)	(213)	-	-	(6)	-
TOTAL FUNCTIONAL REVENUES	$ 1,130,675	$ 4,973,656	$ 709,312	$ 174,038	$ 475,460	$ 61,611

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Vocational Services	Non-Eligibles	Multi-Service Team	ACT Team	Community Residence	Supportive Living
Program fees:						
Net client fees	$ 242	$ 708	$ 4,483	$ 6,961	$ 943	$ 1,194
Medicaid	85,753	7,129	2,981,067	381,644	797,768	389,546
Medicare	2,358	838	32,525	17,790	1,448	-
Other insurance	2,069	3,443	53,546	14,809	1,476	-
Other program fees	-	-	670	-	37,518	-
Program sales:						
Service and production	-	-	-	-	-	-
Public support:						
United Way	-	-	-	-	-	-
Local/county government	-	-	-	1,170	-	-
Donations	-	-	14,170	-	-	-
Other public support	2,727	280,678	142,776	227,284	1,946	-
Div. for Children, Youth & Families	-	-	-	-	-	-
DHHS - State	-	-	(211)	247,098	-	-
Federal funding:						
Other federal grants	-	-	-	-	-	-
PATH	-	-	-	-	-	-
DHHS - Federal	-	-	-	-	-	-
Rental income	-	-	-	2,448	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	(4)	1	(53)	-	(3)	-
TOTAL FUNCTIONAL REVENUES	$ 93,145	$ 292,797	$ 3,228,973	$ 899,204	$ 841,096	$ 390,740

MONADNOCK FAMILY SERVICES

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2022 Totals	2021 Totals
Program fees:						
Net client fees	$ -	$ 107,438	$ 210,069	$ -	$ 210,069	$ 174,117
Medicaid	-	139,125	11,052,768	-	11,052,768	10,925,673
Medicare	-	-	254,114	-	254,114	311,213
Other insurance	-	91,105	576,288	-	576,288	511,782
Other program fees	10,635	-	48,943	-	48,943	41,435
Program sales:						
Service and production	-	-	150	141,105	141,255	76,258
Public support:						
United Way	-	-	11,543	-	11,543	54,219
Local/county government	-	-	178,371	-	178,371	210,747
Donations	-	459,311	475,681	1,519,333	1,995,014	332,748
Other public support	-	-	679,000	-	679,000	495,996
Div. for Children, Youth & Families	-	-	922	-	922	-
DHHS - State	-	8,599	388,892	16,213	405,105	357,590
Federal funding:						
Other federal grants	-	92,584	267,555	42,740	310,295	550,893
PATH	-	-	33,300	-	33,300	40,110
DHHS - Federal	-	-	-	-	-	(4,658)
Rental income	-	2,550	4,998	-	4,998	2,550
Net gain on beneficial interest in Foundation	-	-	-	(285,647)	(285,647)	233,375
Other	-	-	(540)	3,296	2,756	22,042
TOTAL FUNCTIONAL REVENUES	$ 10,635	$ 900,712	$14,182,054	$ 1,437,040	$15,619,094	$14,336,090

MONADNOCK FAMILY SERVICES
BOARD OF DIRECTORS
TERMS

CHAIR **Brian Donovan**	2ND TERM FY 2020-2023 1ST TERM FY2017-2020	**Glenn Galloway**	1st TERM FY2021-2024
VICE CHAIR **Alfred John Santos**	2nd TERM FY 2021-2024 1ST TERM FY 2018-2021 2nd time on BOD	**Julie Green**	2ND TERM FY2021-2024 1ST TERM FY 2018-2021
TREASURER **John Round**	3rd TERM FY 2021-2022 2nd TERM FY 2018-2021 1ST TERM FY 2015-2018	**Christine Houston**	2nd TERM FY 2021-2024 1ST TERM FY 2018-2021
		Karen Johnson	1st TERM FY2022-2025
ASST SECRETARY **Sharman Howe**	2ND TERM FY 2021-2024 1ST TERM FY 2018-2021	**Bill Nickey**	1st TERM 2021 - 2024
Laurie Appel	2nd TERM FY 2022-2024 1ST TERM FY 2019-2022	**Andrew Parsley**	1st TERM FY 2021 - 2024
Reba Clough	1st TERM FY 2020-2023	**Joe Schapiro**	1st TERM FY 2020-2023
Lisa Foote	1st TERM FY2022-2025	**Chris Sprague**	1st TERM FY 2022-2025

Philip F. Wyzik MA

[redacted]

EXPERIENCE:

Monadnock Family Services, 64 Main St, Keene NH (6/2012 to present)

Chief Executive Officer

Responsible for all aspects of the leadership of a community mental health center in Cheshire County, New Hampshire. Services focus on clientele considered eligible for state supported care, out patient behavioral health counseling, prevention services and adult care for seniors.

Certified instructor Mental Health First Aid, July 2014

The Mental Health Association of Connecticut, 20-30 Beaver Rd, Wethersfield CT 06109

President and CEO (9-08 to 6 -1-12)

Responsible for all aspects of executive leadership of a $9 million dollar private, not-for-profit mental health agency. Services offered to adults with severe and persistent mental illness include housing, psychosocial rehabilitation, and supported employment; provide leadership and supervision to Executive staff and Program Directors. Work includes interface and coordination with Board of Directors, direct supervision of advocacy, lobbying and public education efforts.

West Central Behavioral Health, Inc., 9 Hanover St, Lebanon, New Hampshire 03766

Senior Vice President of Operations (1-91 to 9-08)

Responsible for the executive leadership and management of a private not-for-profit community mental health center. Duties include:

Program development and performance management: responsible development and monitoring of annual operation plan to achieve key service outcomes and fiscal effectiveness, internal quality assurance and management, including leading workgroups to implement new treatment paradigms and improvements. Accomplished successful grant applications and negotiated contracts, including US Government contract procurement and management under the Javitts Wagner O'Day program. Assisted with marketing and internal and external customer service. Planned conversion of two day rehab programs into pioneering supported employment service.

Supervision and training of agency leaders: responsible for personnel development, quality assurance and risk management; designed and implemented a new, proactive employee review and development process. Planned and supervised the renovation and relocation of three clinical offices. Lead agency wide staff satisfaction survey process; developed work life committee to improve employee input into agency decisions.

Public Relations / fundraising: Conceived, organized and promoted all aspects of a two day fundraiser ("Paddlepower") that increased public awareness about suicide and visibility

for the agency. Current member of NH Suicide Prevention Advisory Committee and Garrett Lee Smith Advisory Committee.

Information Technology: Supervised IT department of three FTEs since 2006, including the implementation of an electronic medical record for improved clinical flow, efficiency and compliance. Lead system improvement efforts to accommodate regulatory and reimbursement changes and mandates, and accompanying staff training efforts.

Substitute for the CEO: Handle internal, external, and State responsibilities.

Little Rivers Health Care Inc, PO Box 377, Bradford VT

Interim Chief Executive Officer (Sept 2005 to June 2006)

Under management service agreement with current employer, served as first CEO of a Federally Qualified Health Center. Duties involved all aspects of merging three disparate primary care offices into one organization. Developed initial Human Resource policies and plans, facilitated clinical and quality policy development, initiated start up fiscal plan and structure. Served as the liaison to Health Resource Services Administration Office of Grants Management and Project Development and facilitated development of Board members. Elected to the Board of Directors of Bi State Primary Care Association.

University System of New Hampshire, Granite State College

Faculty Member (November 2000 to present)

Teaching HLTC 600 *Continuous Quality Improvement,* HLTC 629 *Legal and Ethical Issues in Health and Human Services, and* HLTC 627 *Financing and Reimbursement in Healthcare*, and HLTC 550 *The US Healthcare Industry* (all online courses.) Taught numerous students on independent contract learning projects. Familiar with Blackboard, WebCT, and Moodle course management systems.

Worcester Area Community Mental Health Center, Inc, Worcester, Ma. 01609

Director of Rehabilitation (12-84 to 12-90)

Organized and lead social/vocational rehabilitation department serving mentally ill adults. Responsibilities included:

Day-to-day management of a psychosocial rehabilitation program for severely mentally ill adults, program development, strategic planning and evaluation activities. Assisted in interdepartmental and interagency communication and public relations. Primary liaison to Mass Rehab Commission for vocational rehabilitation. Completed grant applications, hired and supervised staff; Held previous roles including Program Coordinator, Rehabilitation Counselor, Group Leader and Clinician.

Chandler St. Center, Inc., 162 Chandler St., Worcester, Ma. 01609

Substance Abuse Counselor (5-83 to 12-84)

Philip F. Wyzik
[redacted]

Performed intake, crisis intervention, assessment, case management and addiction therapy around heroin and cocaine abuse for teen and adult clients. Facilitated support groups and completed court ordered assessments.

St. Joseph Church, 41 Hamilton St, Worcester, Ma. 01604
Religious Education Coordinator (6-81 to 6-83)

Supervised and coordinated all aspects of church based education program; recruited and trained volunteer teachers. Provided instruction for child, teen and adult classes.

Notre Dame High School, Fitchburg, Ma.
Teacher (9-82 to 6-83) – Taught junior and senior high students in Religious Education and substitute taught Spanish I.

St Joseph School, Somerville, Ma.
Teacher (9-78 to 6-80) -- Instructed five grade levels in Religion, Art, and Social Studies.

COMMUNITY SERVICE

Outreach House, Hanover NH (501.3C assisted living facility for nine seniors)
Board of Director, October 1998 to 2000 [approximately]
Ivy Place Condominiums, Lebanon NH (50 unit condominium facility)
Board of Director, 1992 thru 1997 [approximately]
Lebanon Riverside Rotary
Club member, chair of International Services Committee, 1992 thru 1996

EDUCATION:

Master of Arts, Counseling Psychology, Assumption College, Worcester Ma. 1984
Bachelor of Arts, Religious Studies (magna cum laude), Assumption College, Worcester, Ma. 1978

- "Leadership Upper Valley," May 2008 sponsored by the Lebanon Chamber of Commerce.
- "Institute for Non Profit Management," Antioch New England Graduate School, Hanover NH, Spring 2004
- "FIPSE (Fund for Improvement of Postsecondary Education) Training for Part Time Faculty Teaching Adult Learners," College for Lifelong Learning, Concord, NH, Fall, 2002

Philip F. Wyzik
[redacted]

- "Improving Managerial Leadership and Effectiveness", "The Art of Negotiation," "Delivering Superior Customer Service," and "Contract Pricing," NISH Institute for Leadership and Professional Development

PUBLICATIONS:

Munetz MD, Birnbaum A, Wyzik PF: An Integrative Ideology to Guide Community Based Multidisciplinary Care of Severely Mentally Ill Patients. Hospital and Community Psychiatry, June 1993, vol. 44, no 6.

Drake RE, Becker DR, Biesanz JC, Torrey WC, McHugo GJ, Wyzik PF: Rehabilitative Day Treatment vs Supported Employment: I Vocational Outcomes. Community Mental Health Journal, October 1994;30:519-532.

Torrey W, Clark RE, Becker D, Wyzik P, Drake RE: Switching from Rehabilitative Day Treatment to Supported Employment. Continuum: Developments in Ambulatory Care, Jossey-Bass Inc. Spring, 1997, vol 4, no 1.

Drake RE, Becker D, Biesanz J, Wyzik P: Day Treatment Versus Supported Employment for Persons with Severe Mental Illness: A Replication Study. Psychiatric Services, October 1996, vol 47, no 10.

Becker D, Torrey W, Toscano R, Wyzik P, Fox T: Building Recovery Oriented Services: Lessons from Implementing IPS in Community Mental Health Centers. Psychiatric Rehabilitation Journal, Summer 1998, vol 22, no 1.

Torrey, W, Wyzik PF: New Hampshire Clinical Practice Guidelines for Adults in Community Support Programs, (unpublished monograph).

Torrey, W. Wyzik PF: The Recovery Vision as a Service Improvement Guide for Community Mental Health Journal, April 2000, vol 36, No 2.

Torrey, W, Drake RE, Cohen M, Fox L, Lynde D, Gorman P, and Wyzik PF: The Challenge of Implementing and Sustaining Integrated Dual Disorders, Community Mental Health Journal, December 2002, Vol 38, no 6

Salyers MP, Becker DR, Drake RE, Torrey WC, and Wyzik PF: A Ten Year Follow up of Supported Employment (in press)

Torrey WC, Finnerty M, Evans A, Wyzik P: Strategies for leading the implementation of Evidence-based practices, Psychiatric Clinics of North America, 26(4): 883-897, 2003

Wyzik L, "Grassroots Armada for Suicide Prevention" Behavioral Healthcare Tomorrow, 14(4): 14-15, 2005

"Tragedy Casts Attention on Mental Illness" Keene Sentinel, January 4, 2013, op ed.

"Mental Health Care is a part of health care" Keene Sentinel, March 19, 2013, op ed.

"There is Room for Medicaid Expansion" Keene Sentinel, June 2, 2013, op ed.

"No Medicaid Expansion Strains Mental Health Services" Fosters Daily Democrat, December 25, 2013, op ed.

"The Story that Changed Christmas" Monadnock Ledger Transcript, December 26, 2013, op ed.

Philip F. Wyzik
[redacted]

AWARDS:

Named Administrator of the Year, October 1994, by the New Hampshire Alliance for the Mentally Ill.

PRESENTATIONS:

- "The Legacy of Clifford Beers." Presented June 12, 2009 at Centennial Conference, Mental Health America, Washington DC.
- "Thinking of a Change?" Implementing the new NH Medicaid rule in the mental health center, for the Bureau of Behavioral Health, March 27, 28, 2007
- "Suicide Prevention: Friend raising, Fundraising" at US Psychiatric Rehabilitation Association 30th annual conference, Philadelphia PA, May 24, 2005
- "Teamwork in Residential Settings" for the Therapeutic Living Community, Norwich CT, April 2003, on behalf of the West Institute of the NH Dartmouth Psychiatric Research Center.
- "Vocational Rehabilitation System's Change" – two day personal consultation for Terros, 3118 E McDowell Rd, Phoenix, Arizona, April 2000
- "Recovery and Systems Thinking," Value Options, Phoenix AZ, July28, 1999
- "CMHC Cultures that Work for Work," Following Your Dreams Conference, Nashua NH, May 21, 1999
- "IPS Implementation, Tools and Recovery," IPS Plus Project, Regional Research Institute, Portland, Oregon, May 14, 1999
- "Implementing IPS," Options for Southern Oregon, Grants Pass Oregon, May 13, 1999
- "Facilitating Recovery by Effectively Supporting Work," Value Options Best Practices Summit IV, Boston MA, Oct. 21-23, 1998
- "Health Care as a System: Case Management," Executive Directors, NH Division of Behavioral Health, Concord, NH, July 15, 1998
- "Implementing Individual Placement and Support: Obstacles and Solutions," Western Region Best Practice Conference, Colorado Health Network, Santa Fe NM, Dec. 4-5, 1997
- "Supported Employment as an Important Element in the Process of Recovering from Severe Mental Disorders," New England IPS Retreat, Newport RI, June 5, 1997
- "From Day Treatment to Vocational Services," New England IAPSRS Conference, June 1995
- "Work in the Community: Two Program Conversion Success Stories," Institute for Community Inclusion, Auburn, MA, October 1994

REFERENCES:

Personal references furnished upon request.

[redacted]

Gigi Pratt

To obtain a professional position which challenges my human resource, managerial, accounting and technical skills

Work History

8/09-present Monadnock Family Services Keene, NH

10/12 – present Chief Financial Officer

- Controller position and CFO position was recently combined. In addition to the Controller responsibilities, I am now a member of the Sr Staff, work directly with the Board of Directors and under the direct supervision of the Chief Executive Officer.

8/09 – 10/12 Controller

- Manage & direct all accounting & support functions for three non-profit entities; supervise a staff of twenty-four; Departments include: Payroll, Accounts Payable, Accounts Receivable, Grants Management, Business/Facilities Management, & All Support functions in six locations
- Provide monthly financial statements to CFO; quarterly reports to the State; attend monthly Board Operations Committee meetings; present financials in the absence of the CFO
- Prepare annual fiscal budgets with the CFO for both the State Medicaid and Internal Operations
- Meet with Department Heads & Directors to review budgets & financials
- Coordinate and assist the Annual Independent Audit for all three non-profits; review and file 990
- Manage all agency grants including reporting & audits
- Manage organization cash flow & lines of credit; Property tax abatements, maintain agency corporate files & legal documents
- Co-lead implementation of new Electronic Medical Records system
- Assist CFO with banking relationships, grant presentations, facilities management, review agency contracts, corporate insurances; policy revisions, attend CFO CMHC quarterly meetings

4/01-8/09 Fenton Family Dealerships East Swanzey, NH

Human Resources Manager 1/08-current

- Coordinate employee benefits for all Fenton Family Dealerships — 170+ employees, including new employee orientations, health & dental insurances, STD & LTD, 401k, and more
- Provide backup support for payroll for 170 employees
- Review and revise employee handbook on a biannual basis, make recommended changes, review with attorney
- Screen applicants for fit with open positions; review profile testing with hiring managers; conduct orientations
- Complete biannual Safety Summary and chair company Safety Committee
- Chair the Monadnock United Way fundraiser — increased employee contributions by 100%
- Design and publish monthly employee newsletter to raise employee morale and inter-company communication
- Organize employee training, plan & put on company special events
- Provide Administrative Support to owner

Office Manager & Human Resource Manager 4/01 – 1/08

- Financial/Fiscal — Responsible for all accounting functions for Hyundai Dealership including timely reporting of monthly financial statements, title research, accounts payable, accounts receivable, etc.
- Office Management — Responsible for supervision of accounting personnel, maintaining equipment and office supplies, publishing flyers and mailers, etc.
- Human Resources — completed the above human resource responsibilities for 120 employees

8/06 - present GB Office Solutions, LLC Nelson, NH

Office Management Services/Grants Management/ Bookkeeping

- Provide full service bookkeeping service to several clients including retail, non-profit and individuals
- P/R, A/P, AIR, Grants management, Audit preparation and graphic arts design

1/01 – 8/06 Stonewall Farm, (a nonprofit education center) Keene, NH

Business Manager

- Financial/Fiscal — Budgeting for six departments, financial reporting all General Ledger entries, account analysis & distribution of reports; responsible for all A/P & A/R; presentations to Board of Directors
- Personnel — payroll for 30+ employees, payroll taxes, 941/943 reporting, produced a personnel manual, manage health insurance enrollment and selection of carrier
- Data Management — oversee, manage, and programming of database system using FileMaker Pro for 1200+ members, donors & volunteers; monitor membership for renewal, bulk mailings
- Office Management — supervise 4 employees, equipment purchases/maintenance including computer systems, telephone systems, building maintenance; landlord for residents; coordinate facility rentals
- Gift Shop — make wholesale purchases and monitor sales of gift shop inventory

11/84-11/88 Eastern Mountain Sports Peterborough, NH

- **Accounting Department**
- 219641/88 — Accounting Supervisor — supervised A/P clerks, prepared monthly journal entries, analysis of balance sheet accounts, monitored letter of credit activity, review sales/use & payroll taxes
- 9/85-2/86 — Accounting Clerk — bank reconciliations, AIR, analysis, NSF check collection, sales/use taxes
- 11/84-9/85 — Accounts Payable Clerk — processed vendor payments, verified inventory reports

Education

- Plymouth State College — MBA Graduate Certificate in "The Human Side of Enterprise" 5/08
- Franklin Pierce College — Bachelor of Science — major in Management, minor in Accounting, Graduated 5/91
- Mount Wachusett Community College — Associates of Science in Business Technology, Graduated 5/86
- Recent seminars: Human Resources Series; Avoiding Sexual Harassment in the Workplace; Dealing Effectively with Unacceptable Employee Behavior; Employment Law, Financial Reporting for Franchised Organizations, 1099 Laws;

Skill

- Experience with PC, Macintosh & Mainframe computer systems, QuickBooks, Microsoft Office, Word, Outlook, PowerPoint, Excel, WordPerfect, Reynolds & Reynolds Automotive Software, LWSI, and various other programs.
- Notary of Public; Justice of the Peace
- Red Cross CPR & First Aid Certified
- QuickBooks ProAdvisor

Other Interests

- Past involvement in: UNH Cooperative Extensions Advisory Council Member; 4-H Leader, Boy Scouts Leader & Committee member; Farm Bureau Board Member; Miracles in Motion Volunteer, Nelson Agricultural Commission; Hundred Nights Board Treasurer
- My family, farming and horse back riding

References

- Available Upon Request

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Philip Wyzik	CEO	$174,632
Gigi Pratt	CFO	$125,883

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-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. DBA Greater Nashua Mental Health		1.4 Contractor Address 100 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number (603) 889-6147	1.6 Account Number 05-95-92-922010-(4117, 4120, 4121, 2340) 05-95-92-921010-2053 05-95-42-421010-2958	1.7 Completion Date 6/30/2025	1.8 Price Limitation $6,371,194
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Cynthia L Whitaker 984333A5D3DB453... Date: 5/26/2023		1.12 Name and Title of Contractor Signatory Cynthia L Whitaker President and CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D95B04C63442... Date: 5/30/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844941480... On: 5/30/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS CW
Date 5/26/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Date 5/26/2023

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT A

Revisions to Standard Agreement 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 and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 6.

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

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

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA.

The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2. System of Care for Children's Mental Health

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. Children's Intensive Community Based Services

4.1. The Contractor shall use the Child and Adolescent Needs and Strengths (CANS) assessment to determine the appropriate level of collaborative care and which children's intensive community based services are most appropriate.

4.2. The Contractor shall provide children's intensive community based services to children diagnosed with a serious emotional disturbance (SED), with priority given to children who:

4.2.1. Have a history of psychiatric hospitalization or repeated visits to hospital emergency departments for psychiatric crisis;

4.2.2. Are at risk for residential placement;

4.2.3. Present with significant ongoing difficulties at school;

4.2.4. Are at risk of interaction with law enforcement; and/or

4.2.5. Have a history of repeated engagement with Rapid Response.

4.3. The Contractor shall provide children's intensive community based services as needed through a full array of services as defined in New Hampshire

Administrative Rule He-M 426, Community Mental Health Services, which include, but are not limited to:

4.3.1. Functional Support Services (FSS).

4.3.2. Individual and family therapy.

4.3.3. Medication services.

4.3.4. Targeted case management (TCM) services.

4.3.5. Supported education.

4.4. The Contractor shall provide a minimum of six (6) up to a maximum of ten (10) hours of children's intensive community based services per week for each eligible individual, as defined in New Hampshire Administrative Rule He-M 426, ensuring more intensive services are provided during the first twelve (12) weeks of enrollment.

4.5. The Contractor shall screen adolescent clients for substance use using one or more tools, as appropriate, that include, but is not limited to:

4.5.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFFT) screening tool for individuals age twelve (12) years and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.

4.5.2. The Global Appraisal of Individual Needs – Short Screener (GAIN-SS), which is used by school based clinicians for clients referred for substance use.

4.6. The Contractor shall provide children's intensive community based services to clients and their families to ensure access to an array of community mental health services that include community and natural supports, which effectively support the clients and their families in the community, in a culturally competent manner.

4.7. The Contractor shall conduct and facilitate weekly children's intensive community based team meetings in order to communicate client and family needs and discuss client progress.

5. System of Care Grant (SoC) Activities with the New Hampshire Department of Education (NH DOE)

5.1. The Contractor shall participate in local comprehensive planning processes with the NH DOE, on topics and tools that include, but are not limited to:

5.1.1. Needs assessment.

5.1.2. Environmental scan.

5.1.3. Gaps analysis.

5.1.4. Financial mapping.

5.1.5. Sustainability planning.

5.1.6. Cultural linguistic competence plan.

5.1.7. Strategic communications plan.

5.1.8. SoC grant project work plan.

5.2. The Contractor shall participate in ongoing development of a Multi-Tiered System of Support for Behavioral Health and Wellness (MTS-B) within participating school districts.

5.3. The Contractor shall utilize evidence based practices (EBPs) that respond to identified needs within the community including, but not limited to:

5.3.1. MATCH-ADTC.

5.3.2. All EBPs chosen for grant project work that support participating school districts' MTS-B.

5.4. The Contractor shall maintain and strengthen collaborative, working relationships with participating school districts within the region which includes, but is not limited to:

5.4.1. Developing and utilizing a facilitated referral process.

5.4.2. Co-hosting joint professional development opportunities.

5.4.3. Identifying and responding to barriers to access for local families and youth.

5.5. The Contractor shall maintain an appropriate full time equivalent (FTE) staff who is a full-time, year-round School and Community Liaison. The Contractor shall:

5.5.1. Ensure the FTE staff is engaging on a consistent basis with each of the participating schools in the region in person or by remote access to support program implementation;

5.5.2. Hire additional staff positions to support effective implementation of a System of Care.

5.6. The Contractor shall provide appropriate supervisory, administrative and fiscal support to all project staff dedicated to SoC Grant Activities.

5.7. The Contractor shall designate staff to participate in locally convened District Community Leadership Team (DCLT) and all SoC Grant Activities-focused meetings, as deemed necessary by either NH DOE or the Department.

5.8. The Contractor shall actively participate in the SoC Grant Activities evaluation processes with the NH DOE, including collecting and disseminating qualitative and quantitative data, as requested by the Department.

5.9. The Contractor shall conduct National Outcomes Measures (NOMs) surveys on all applicable tier 3 supports and services to students and their families at the SoC grant project intervals, including baseline, 6 months and upon discharge.

5.10. The Contractor shall abide by all federal and state compliance measures and ensure SoC grant funds are expended on allowable activities and expenses, including, but not limited to a Marijuana (MJ) Attestation letter.

5.11. The Contractor shall maintain accurate records of all in-kind services from non-federal funds provided in support of SoC Grant Activities, in accordance with NH DOE guidance.

6. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)

6.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

6.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

6.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

7. Division for Children, Youth and Families (DCYF)

7.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

7.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

8. Crisis Services

8.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

8.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

8.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

8.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

8.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

8.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

8.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

8.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

8.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

8.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

8.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

8.7.2. One (1) peer.

8.7.3. Telehealth access, and on-call psychiatry, as needed.

8.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

8.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

8.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

8.10.1. The location of the crisis.

8.10.2. The safety plan either developed over the phone or on record from prior contact(s).

8.10.3. Any accommodations needed.

8.10.4. Treatment history of the individual, if known.

8.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

8.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

8.11.2. Does not fulfill emergency medication refills.

8.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

8.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

8.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

8.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

8.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7)

days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

8.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

8.16.1. Face-to-face assessments.

8.16.2. Disposition and decision making.

8.16.3. Initial care and safety planning.

8.16.4. Post crisis and stabilization services.

8.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

8.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

8.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

8.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

8.19.1.1. In or at the individual's home.

8.19.1.2. Community settings.

8.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

8.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

8.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

8.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

8.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

8.19.6.1. Obtaining the individual's mental health history including, but not limited to:

8.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

8.19.6.1.2. Substance misuse.

8.19.6.1.3. Social, familial and legal factors;

8.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

8.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

8.19.6.4. Conducting a mental status exam.

8.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

8.19.7.1. Staying in place with:

8.19.7.1.1. Stabilization services.

8.19.7.1.2. A safety plan.

8.19.7.1.3. Outpatient providers;

8.19.7.2. Stepping up to crisis stabilization services or apartments.

8.19.7.3. Admission to peer respite or step-up/step-down program.

8.19.7.4. Admission to a crisis apartment.

8.19.7.5. Voluntary hospitalization.

8.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

8.19.7.7. Medical hospitalization.

8.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

8.20.1. Promoting recovery.

8.20.2. Building upon life, social and other skills.

8.20.3. Offering support.

8.20.4. Reviewing crisis and safety plans.

8.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

8.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

8.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

8.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

8.21.3. Provided in the individual and family home, if requested by the individual;

8.21.4. Implemented using methods that include, but are not limited to:

8.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

8.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

8.21.4.2.1. Cognitive Behavior Therapy (CBT).

8.21.4.2.2. Dialectical Behavior Therapy (DBT).

8.21.4.2.3. Solution-focused therapy.

8.21.4.2.4. Developing concrete discharge plans.

8.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

8.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

8.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to

institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

8.22.1. Ensure outreach and educational activities may include, but are not limited to:

8.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

8.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

8.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

8.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

8.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

8.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

8.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

8.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

8.22.2.4. Coordinating with homeless outreach services.

8.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

8.23.1. Determine availability of the Rapid Response Teams;

8.23.2. Facilitate response of dispatched teams; and

8.23.3. Resolve the immediate crisis episode.

8.24. The Contractor shall maintain connection to the designated resource tracking system.

8.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

8.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

8.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

8.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

8.26.2.1. Number of unique individuals who received services.

8.26.2.2. Date and time of mobile arrival; and

8.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

8.26.3.1. Diversions from hospitalizations.

8.26.3.2. Diversions from Emergency Rooms.

8.26.3.3. Services provided.

8.26.3.4. Location where services were provided.

8.26.3.5. Length of time service or services provided.

8.26.3.6. Whether law enforcement was involved for safety reasons.

8.26.3.7. Whether law enforcement was involved for other reasons.

8.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

8.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

8.26.3.10. Outcome of service provided, which may include but is not limited to:

8.26.3.10.1. Remained in home.

8.26.3.10.2. Hospitalization.

8.26.3.10.3. Crisis stabilization services.

8.26.3.10.4. Crisis apartment.

8.26.3.10.5. Emergency department.

8.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

8.28. The Contractor shall provide four (4) Community Crisis Beds in an apartment setting, which serve as an alternative to hospitalization and/or institutionalization. The Contractor shall ensure:

8.28.1. Admissions to an apartment for Community Crises Beds are for providing brief psychiatric intervention in a community based environment structured to maximize stabilization and crisis reduction while minimizing the need for inpatient hospitalization;

8.28.2. Community Crisis Beds in an apartment:

8.28.2.1. Include no more than two (2) bedrooms per crisis apartment;

8.28.2.2. Are operated with sufficient clinical support and oversight, and peer staffing, as is reasonably necessary to prevent unnecessary institutionalization;

8.28.2.3. Have peer staff and clinical staff available to be onsite, 24 hours per day, seven days per week, whenever necessary, to meet individualized needs;

8.28.2.4. Are available to individuals 18 years and older on a voluntary basis and allow individuals to come and go from the apartment as needed to maintain involvement in and connection to school, work, and other recovery-oriented commitments and/or activities as appropriate to the individual's crisis treatment plan;

8.28.2.5. Are certified under New Hampshire Administrative Rule He-M 1000, Housing, Part 1002, Certification Standards for Behavioral Health Community Residences, and include:

8.28.2.5.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;

8.28.2.5.2. Specific sleeping area designated for each individual;

8.28.2.5.3. Common areas shall not be used as bedrooms;

8.28.2.5.4. Storage space for each individual's clothing and personal possessions;

8.28.2.5.5. Accommodations for the nutritional needs of the individual; and

8.28.2.5.6. At least one (1) telephone for incoming and outgoing calls.

8.28.3. Crisis intervention, stabilization services, and discharge planning services are provided by the members of the rapid response team as clinically appropriate;

8.28.4. Ongoing safety assessments are conducted no less than daily;

8.28.5. Assistance with determining individual coping strengths in order to develop a crisis treatment recovery plan for the duration of the stay and a post-stabilization plan;

8.28.6. Coordination and provision of referrals for necessary psychiatric services, social services, substance use services and medical aftercare services;

8.28.7. An individual's stay at a crisis apartment is for no more than seven consecutive (7) days, unless otherwise approved in writing by the Department;

8.28.8. Transportation for individuals is provided from the site of the crisis to the apartment and to their home or other residential setting after stabilization has occurred;

8.28.9. Any staff member providing transportation has:

8.28.9.1. A valid driver's license;

8.28.9.2. A State inspected vehicle; and

8.28.9.3. Proof of vehicle insurance;

8.28.10. Provision of a list of discharge criteria from the crisis apartments and related policies and procedures regarding the apartment beds to the Department within thirty (30) days of the contract effective date for Department approval;

8.28.11. Peer Support Specialists engage individuals through methods including, but not limited to Intentional Peer Support (IPS); and

8.28.12. Reports are submitted to the Department for Crisis Apartments through the Phoenix reporting system that includes, but is not limited to:

8.28.12.1. Admission and Discharge Dates.

8.28.12.2. Discharge disposition (community or higher level of care).

8.28.12.3. Number of referrals refused for admission.

9. Adult Assertive Community Treatment (ACT) Teams

9.1. The Contractor shall maintain two (2) Adult ACT Teams both of which meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. The Contractor shall ensure:

9.1.1. Each Adult ACT Team delivers comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

9.1.2. Each Adult ACT Team is composed of at least ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent certified peer specialist;

9.1.3. Each Adult ACT Team includes an individual trained to provide substance misuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

9.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who has no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

9.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

9.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

9.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with

the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

9.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

9.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

9.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

9.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

9.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

9.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

9.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

9.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

9.4.4. Make a referral for an ACT assessment within (7) days of:

9.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

9.4.4.2. An individual being referred for an ACT assessment;

9.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

9.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline

such services, or are not available to receive such services for reasons that may include, but are not limited to:

9.4.6.1. Extended hospitalization or incarceration.

9.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

9.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

9.4.7.1. To exceed caseload size requirements; or

9.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

10. Evidence-Based Supported Employment

10.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

10.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

10.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

10.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

10.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

10.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

10.6.1. Job development.

10.6.2. Work incentive counseling.

10.6.3. Rapid job search.

10.6.4. Follow along supports for employed individuals.

10.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

10.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

10.7.1. Work with the Department to identify solutions to meet the demand for services; and

10.7.2. Implement such solutions within 45 days.

10.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

10.9. The Contractor shall ensure SE staff receive:

10.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

10.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

11. Coordination of Care from Residential or Psychiatric Treatment Facilities

11.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

11.1.1. Designate a different liaison for individuals being served through their children's services.

11.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

11.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

11.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will

have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

11.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

11.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

11.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

11.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

11.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

11.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

12. Coordinated Care and Integrated Treatment

12.1. Primary Care

12.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

12.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

12.1.2.1. Monitor health;

12.1.2.2. Provide medical treatment as necessary; and

12.1.2.3. Engage in preventive health screenings.

12.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

12.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

12.2. Substance Misuse Treatment, Care and/or Referral

12.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

12.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

12.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

12.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

12.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions

that enhance recovery for individuals and follow the fidelity standards to such a model.

12.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

12.3. Area Agencies

12.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

12.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

12.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

12.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

12.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

12.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;

12.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

12.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

12.4. Peer Supports

12.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

12.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

12.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

12.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

12.5. Transition of Care with MCO's

12.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

13. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)

13.1. The Contractor shall participate in CCBHC planning activities that include:

13.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

13.1.2. Attending two (2) learning communities on a monthly basis;

13.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

13.1.4. Meeting monthly with planning consultant for technical assistance.

14. Deaf Services

14.1. The Contractor shall maintain a Deaf Services Team to provide culturally and linguistically appropriate services to individuals who are deaf or hard of hearing.

14.2. The Contractor shall ensure the Deaf Services Team provides services to individuals who would benefit from receiving treatment in American Sign Language (ASL) or with staff who are specially trained to work with the deaf and/or hard of hearing population.

14.3. The Contractor shall ensure the Deaf Services Team includes, but is not limited to:

14.3.1. One (1) full time coordinator.

14.3.2. One (1) full time therapist.

14.3.3. One (1) full time case manager.

14.3.4. One (1) sign language interpreter to provide and coordinate interpreting services to ensure language accessibility for staff and individuals for all program services and activities in the CMHCs.

14.3.5. Other staff, as needed, to provide essential services to individuals.

14.4. The Contractor shall ensure all staff of the Deaf Services Team demonstrate understanding of deaf and/or hard of hearing culture and/or fluency in American Sign Language (ASL) as evidenced by training, education or lived experience and at a level sufficient to perform the duties of their position.

14.5. The Contractor shall ensure the coordinator of the Deaf Services Team oversees care coordination for any individuals who are deaf or hard-of-hearing who are receiving care through both the Contractor and another CMHC, New Hampshire Hospital (NHH), or the Secure Psychiatric Unit (SPU) or being referred to care with the Contractor by one of these entities.

14.6. The Contractor shall ensure the Deaf Services Team provides education and consultation on culturally and linguistically appropriate behavioral health treatment of individuals who are deaf or hard-of-hearing, as requested by the Department, any CMHCs, NHH or SPU.

14.7. The Contractor shall ensure the Deaf Services Team accepts referrals from Department-supported screening and/or referral entities, including Doorways and the Rapid Response Access Point.

14.8. The Contractor shall ensure the Deaf Services Team provides services to individuals who are deaf or hard of hearing across all regions of the state.

14.9. The Contractor shall ensure the Deaf Services Team provides consultation to the other nine (9) CMHCs for disposition and treatment planning.

14.10. The Contractor shall ensure treatment plans take into consideration the importance of access to culturally and linguistically appropriate services on treatment outcomes and services are person-directed, which may result in:

14.11. Individuals being seen only by the Deaf Services Team through Region 6, while care is shared across the regions; or individuals receiving care through the local CMHC after consultation with the Deaf Services Team.

15. Prohealth Coordinated and Collaborative Care Program (Through September 30, 2023)

15.1. The Contractor shall provide population-level health, prevention, outreach, education, health and mental health screening, motivational enhancement, and referral to treatment for individuals including but not limited to youth and cultural and/or linguistic and sexual and/or gender minorities.

15.2. The Contractor shall incorporate person-centered health and mental health screenings with each individual's goals into to the intake, quarterly reassessments, treatment plans, shared plan of care, team meetings, and communications within the CMHC and Federally Qualified Health Center (FQHC).

15.3. The Contractor will continue to implement population health initiatives for individuals with more complex needs to achieve target behavioral and physical outcomes. The Contractor shall:

15.3.1. Utilize routine registries of individuals' behavioral and physical health indicators, referrals, and outcomes; and

15.3.2. Follow-up with individuals to provide motivational enhancement and referrals for case management, integrated services, and evidence-based practice (EBP) integrated treatment as described in this agreement, as needed when the individual's behavioral and physical health target outcomes are not met.

15.4. The Contractor shall re-engage individuals who begin to dis-engage from care, in order to prevent premature discharge, and assist with coordination tracking, follow-up, and integration of physical and behavioral health care for individuals with more complex needs.

15.5. The Contractor shall maintain staff or subcontractors with experience, credentials, and roles as described by the Department that include, but are not limited to:

15.5.1. Care coordinator(s).

15.5.2. Community health worker(s) and peer expert(s).

15.5.3. Information technology support.

15.6. The Contractor shall submit reports and documentation to the Department that include, but are not limited to:

15.6.1. Real-time and quarterly reports of de-identified and aggregate data which is collected in collaboration with and submitted to the Department or a contracted designee of the Department, and the SAMHSA through secure portals.

15.6.2. Written documentation of self-assessment that demonstrates that the partnership is pursuing the requirements of the Interoperability and Portability Act Stage 2 of meaningful use.

15.6.3. Written documentation of self-assessment that reflects plans to mirror certification or national accreditation standards in the delivery of coordinated, collaborative, and integrated care.

16. Prohealth Integrated Home Health (Through September 30, 2023)

16.1. The Contractor shall provide a person-centered Integrated Health Home aligned with a health integration model described by SAMHSA to ensure integrated delivery of services to individuals with Serious Mental Illness (SMI), Serious Persistent Mental Illness (SPMI), and/or Serious Emotional Disturbance (SED) by a multidisciplinary team of health and mental health professionals that include, but are not limited to:

16.1.1. Primary care service providers.

16.1.2. Community behavioral health care service providers.

16.1.3. Wellness service providers.

16.2. The Contractor shall provide co-located FQHC-delivered integrated primary care screenings, detection, treatment planning, and treatment of physical health conditions.

16.3. The Contractor shall deliver well-child and well-adult screenings, physical exams, immunizations and primary care treatment of physical illnesses.

16.4. The Contractor shall deliver, or refer individuals to, evidence-based practice (EBP) treatment services and integrated treatment, as needed, based on the outcomes of the physical health and wellness screenings and assessments.

16.5. The Contractor shall deliver integrated evidence-based screenings, treatment planning and treatment to individuals with behavioral health conditions with SMI, SPMI, and/or SED at evidence-based intervals.

16.6. The Contractor shall screen individuals for:

16.6.1. Trauma, depression and substance misuse;

16.6.2. Medication misuse;

16.6.3. Involvement or interest in employment and/or education;

16.6.4. Need for Adult ACT Team services; and

16.6.5. Desire for symptom management.

16.7. The Contractor shall provide EBP mental health services to individuals with SMI, SPMI, and/or SED in a stepped approach that ensures feasibility and high quality program implementation. The Contractor shall ensure services include, but are not limited to:

16.7.1. Illness Management and Recovery.

16.7.2. Trauma Focused Cognitive Behavioral Therapy.

16.7.3. Pharmacological treatment promoting the use of Decision Aid for Psychopharmacology.

16.8. The Contractor shall maintain staff or subcontractors at the FQHC with experience, credentials, and roles, as described by the Department, that include, but are not limited to:

16.8.1. Site project director.

16.8.2. Primary care advanced practice nurse or provider(s).

16.8.3. Primary care medical assistant(s).

16.8.4. Interview and data entry staff.

16.9. The Contractor shall submit documentation and reports to the Department that include, but are not limited to:

16.9.1. Quarterly reports, due by the fifteenth (15) day of the month prior to the close of the quarter, that include brief narratives of progress, training, and plans, policies, procedures, templates, and guidance changed to align with integration and wellness, in a format requested by the Department.

16.9.2. Quarterly reports of aggregated medical history and primary care provider and quarterly documented contact with primary care provider, past year physical exam and wellness visit documentation, in collaboration with and submitted to the Department or a contracted designee of the Department in a format and transmittal approved by the Department.

16.9.3. Quarterly reports of de-identified height, weight, body mass index (BMI), waist circumference, blood pressure, tobacco use and/or breath carbon monoxide, plasma glucose, and lipid documentation from the SAMHSA SPARS portal.

16.9.4. Quarterly quality improvement plans.

16.9.5. Quarterly reports on plans for sustainability that identify the policy and financing changes required to sustain project activities.

17. Prohealth Wellness Interventions and Health Counseling (Through September 30, 2023)

17.1. The Contractor shall provide individuals with, or refer individuals to, wellness programs that include multiple options tailored to individuals and that include health coaches to assist individuals with selecting options that best match individual needs and interests.

17.2. The Contractor shall ensure options include, but are not limited to:

17.2.1. One-time brief Motivational Enhancement interventions; Let's Talk About Smoking (LTAS), Vaping Education, Let's Talk About Feeling Good (LTAFG), and health education.

17.2.2. Access to medications associated with wellness interventions, including, but not limited to:

17.2.2.1. Nicotine replacement therapy (NRT).

17.2.2.2. NRT starter packs.

17.2.2.3. Onsite prescribing and pharmacy to maintain NRT supply.

17.2.2.4. Access other smoking cessation medication, which may include but is not limited to, varenicline and/or bupropion.

17.2.3. An individual one-time prevention contact and population level prevention initiatives that include materials for motivational enhancement, resources, and referrals for youth younger than sixteen (16) years of age.

17.2.4. The Breathe Well Live Well (BWLW) program with Care2Quit designed for smokers with SMI, SPMI, or SED, and includes health counseling using motivational interviewing, cognitive behavioral therapy, and stages of change-based interventions to motivate risk reduction and quit attempts. The Contractor shall ensure BWLW includes counseling of an individual in the natural support system of the individual using Care2Quit curriculum, referral for cessation pharmacotherapy, and incentives for participation and quit attempts.

17.2.5. The Healthy Choices Healthy Changes (HCHC) program designed for individuals with SMI, SPMI, and/or SED who are overweight or obese and includes health counseling using motivational interviewing, cognitive behavioral therapy, and stages of change-based interventions to motivate risk reduction and acquisition of healthy

habits and weight management. The Contractor shall ensure HCHC includes:

17.2.5.1. A gym membership for twelve (12) months;

17.2.5.2. A wellness specialist and an InSHAPE health mentor;

17.2.5.3. A Weight Watchers membership for one (1) year;

17.2.5.4. The Weight Watchers mobile application for individuals who are 18 years of age and older or the MyFitnessPal mobile application for youth younger than 18 years of age; and

17.2.5.5. A structured incentives program for participation and initiating behavior change.

17.2.6. Referrals and facilitated community engagement in wellness treatment services, including but not limited to:

17.2.6.1. A web-based application and text subscriptions.

17.2.6.2. New Hampshire Helpline telephone counseling services.

17.2.6.3. MyLifeMyQuit.

17.2.6.4. Tobacco and obesity education.

17.2.6.5. Diabetes education programs.

17.2.6.6. Other related programs in this agreement based on the outcomes of health screening and treatment planning goals identified above.

17.3. The Contractor shall maintain staff or subcontractors with experience, credentials, and roles, as described by the Department, that include but are not limited to:

17.3.1. Wellness specialist(s).

17.3.2. Health mentor(s).

18. Helping Overcome Psychosis Early (HOPE) PROGRAM SERVICES - Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP – CSC) Services

18.1. The Contractor shall provide a Coordinated Specialty Care (CSC) model and implement the NAVIGATE model of treatment for people with Early Serious Mental Illness (ESMI) and First Episode Psychosis (FEP) (EMSI/FEP – CSC) under the name HOPE Program.

18.2. The Contractor shall identify staff to deliver HOPE and to participate in intensive evidence-based ESMI/FEP - CSC training and consultation, as designated by the Department.

18.3. The Contractor shall participate in meetings no less than on a quarterly basis with the Department to ensure program implementation, enrollment, and updates relative to ongoing activities.

18.4. The HOPE team will include roles in accordance with the NAVIGATE model including, but not limited to:

18.4.1. A CSC team leader.

18.4.2. A CSC case worker.

18.4.3. A Supported Employment and Education (SEE) worker.

18.4.4. A therapist.

18.4.5. A family education and support therapist.

18.4.6. A peer.

18.4.7. A psychopharmacologist who provides diagnostic, treatment and medication prescribing services.

18.5. The Contractor shall ensure the HOPE programs' treatment services are available and provided to youth and adults between fifteen (15) and thirty-five (35) years of age who are experiencing early symptoms of a serious mental illness psychiatric disorder.

18.6. The Contractor shall enroll and consistently serve a minimum of twenty (20) individuals at any given time in the ESMI/FEP program

18.7. The Contractor shall ensure the HOPE program conducts education and assertive outreach to community organizations to facilitate referrals and to support rapid enrollment of individuals with new onset of psychosis to the program, with a goal of enrolling ten (10) individuals throughout the year.

18.8. The Contractor shall accept enrollees from other CMHC catchment areas when appropriate if there is capacity to manage the needs in accordance with a structure and strategy designed in collaboration with the Department.

18.9. The Contractor shall ensure the HOPE programs' treatment model involves a team structure that is based on:

18.9.1. Principles of shared decision-making;

18.9.2. A strengths and resiliency focus;

18.9.3. Recognition of the need for motivational enhancement;

18.9.4. A psychoeducational approach;

18.9.5. Cognitive behavioral therapy methods;

18.9.6. Development of coping skills; and

18.9.7. Integration of natural and peer supports.

18.10. The Contractor shall provide ESMI/FEP – CSC treatment services utilizing a discrete team approach ensuring team members provide ESMI/FEP-specific services and other services identified on individual treatment plans. The Contractor shall ensure that CSC services align with the NAVIGATE model and include, but are not limited to:

18.10.1. A specialized HOPE program intake process that takes place no later than one (1) week after identifying an individual with ESMI/FEP including:

18.10.1.1. Screening conducted by the HOPE team leader prior to admission to the program;

18.10.1.2. Conducting the screening while a person is still in an inpatient setting whenever possible; and

18.10.1.3. Ensuring rapid access to HOPE services in order to reduce the duration of untreated psychosis for individuals.

18.10.2. No less than bimonthly team meetings that:

18.10.2.1. Are led by the HOPE Team Leader;

18.10.2.2. Include all HOPE team members; and

18.10.2.3. Involve communicating the status of all individuals served by the team; planning recovery-oriented care for each individual; and developing strategies to implement the care plans.

18.10.3. Specialized psychiatric support with medication management that includes, but is not limited to:

18.10.3.1. Assessment and monitoring of psychopathology; functioning; medication side effects; and medication attitudes.

18.10.3.2. Shared decision making including education on:

18.10.3.2.1. Use of medications to manage symptoms; and

18.10.3.2.2. Use of lowest effective dosage of antipsychotic medications for recovery-oriented pharmacotherapy that is tailored toward improving functioning and reducing side effects of individuals with ESMI/FEP.

18.10.3.3. Monitoring and treatment of medication side effects with special emphasis on cardio metabolic risk factors, which may include but are not limited to:

18.10.3.3.1. Smoking.

18.10.3.3.2. Weight gain.

18.10.3.3.3. Hypertension.

18.10.3.3.4. Dyslipidemia.

18.10.3.3.5. Prediabetes.

18.10.3.4. Ensuring prescribers maintain close contact with primary care providers to ensure optimal medical treatment for risk factors related to cardiovascular disease and diabetes.

18.10.3.5. Ensuring referrals to specialized psychiatric services to an agency prepared to provide telehealth psychiatric services, through a subcontract payment modality, in instances where an individual needs external psychiatric consultation and services.

18.10.4. Providing medication management services that include, but are not limited to:

18.10.4.1. Thirty (30) minutes per month or more, as clinically indicated, during the first 6 months of enrollment.

18.10.4.2. Thirty (30) minutes every 3 months or more, as clinically indicated, during the last 18 months of enrollment.

18.10.5. Providing specialized youth and young adult peer supports and services.

18.10.6. Facilitating individual and family psychotherapy that is informative and provides skills to families to support the individual's treatment and recovery.

18.10.7. Providing family psychoeducation.

18.10.8. Providing access to telemedicine options for services that cannot be provided by the Contractor, but are available through a regional CMHC that is able to provide services through a telemedicine model.

18.11. The Contractor shall participate in quarterly meetings with the Department to report on program implementation, enrollment, and updates and ensure ongoing the EMSI/FEP-CSC model is reflected in treatment.

18.12. The Contractor shall provide community outreach to ensure knowledge of ESMI/FEP and the CSC program is widespread and available to those in need. The Contractor shall ensure that:

18.12.1. The CSC team includes an identified individual, who may be an Outreach Specialist or may be the Team Leader, who has the dedicated time and skills to:

18.12.1.1. Develop referral pathways to the CSC program; and

18.12.1.2. Educate community partners about the program;

18.12.2. Outreach efforts include local community hospitals, housing programs, criminal justice system, and schools;

18.12.3. Outreach contacts are reported on a quarterly basis;

18.12.4. Outreach includes cultivating relationships with admission and discharge personnel at these external agencies through frequent visits, phone calls, email communication and timely evaluation of potential FEP cases; and

18.12.5. Outreach includes cultivating internal CMHC relationships and activities such as monitoring referrals and intakes to the CMHC and facilitating connection with likely internal candidates for the CSC program.

18.13. The Contractor shall utilize the CANS/ANSA, or other Department-approved evidence based tool, to measure strengths and needs of the individual at program entry and to track the recovery process post-entry.

18.14. The Contractor shall ensure the HOPE program provides time-limited services, as determined in partnership with the Department. The Contractor shall ensure transitions from HOPE include, but are not limited to:

18.14.1. A collaborative process that involves the individual; their relatives and important others; and members of the CSC team to determine readiness for a less intensive level of care.

18.14.2. An assessment of the individuals progress toward achieving treatment goals, and identification of areas that require additional work, in key domains that include:

18.14.2.1. School and work functioning;

18.14.2.2. Quality of peer and family relationships;

18.14.2.3. Relief from symptoms;

18.14.2.4. Abstinence from substances; and

18.14.2.5. Effective management of health issues

18.14.3. Consideration of the individual's personal vision of stability, success in community functioning, and personal autonomy.

18.14.4. Utilizing formal transition planning guides and worksheets.

18.15. The Contractor shall submit reports to the Department in a Department-approved format and frequency, which include but are not limited to:

18.15.1. Quarterly Team Leader Reports that are due on the 15th of the month following the close of each quarter, which include, but are not limited to:

18.15.1.1. Monthly enrollment, service utilization, and outcomes reports.

18.15.1.2. Quarterly staffing summary.

18.15.1.3. Quarterly meeting summary.

18.15.1.4. Referral and enrollment efforts.

18.15.1.5. Community outreach efforts inclusive of outreach descriptions, occurrences, and agencies contacted.

18.16. The Contractor shall submit invoices for services in a format provided by the BMHS Financial Management Unit, which are processed for payment upon verification of timely reporting.

19. Peer Training

19.1. The Contractor shall host the following two (2) trainings facilitated by the Wildflower Alliance:

19.1.1. "When the Conversation Turns to Suicide;" and

19.1.2. "Voices, Visions & Unusual Beliefs."

19.2. The Contractor shall:

19.2.1. Coordinate and track registration;

19.2.2. Schedule and arrange event space;

19.2.3. Provide food;

19.2.4. Administer a pre-training survey, post training evaluation and post-training survey 3-months after conclusion of the trainings to evaluate knowledge and skill application; and

19.2.5. Ensure training slots are offered to all CMHCs.

20. CANS/ANSA or Other Approved Assessment

20.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

20.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

20.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

20.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

20.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

20.3.1. Utilized to develop an individualized, person-centered treatment plan;

20.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

20.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

20.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

20.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

20.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

20.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

20.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

21. Pre-Admission Screening and Resident Review

21.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

21.2. Upon request by the Department, the Contractor shall:

21.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

21.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

21.2.2.1. Requires nursing facility care; and

21.2.2.2. Has active treatment needs.

22. Application for Other Services

22.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

22.1.1. Medicaid.

22.1.2. Medicare.

22.1.3. Social Security Disability Income.

22.1.4. Veterans Benefits.

22.1.5. Public Housing.

22.1.6. Section 8 Subsidies.

22.1.7. Child Care Scholarship.

23. Community Mental Health Program (CMHP) Status

23.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

23.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

24. Quality Improvement

24.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

24.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

24.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

24.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

24.3.1. Submit all required information in a format provided by the Department or contracted vendor;

24.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

24.3.3. Support all efforts of the Department to conduct the survey;

24.3.4. Promote survey participation of individuals sampled to participate; and

24.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

24.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

24.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

25. Maintenance of Fiscal Integrity

25.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

25.1.1. Balance Sheet;

25.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

25.1.2.1. All revenue sources and expenditures; and

25.1.2.2. A budget column allowing for budget to actual analysis;

25.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

25.1.3.1. All revenue sources and all related expenditures for the Program; and

25.1.3.2. A budget column allowing for budget to actual analysis; and

25.1.4. Cash Flow Statement.

25.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

25.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

25.3.1. Days of Cash on Hand:

25.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

25.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

25.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

25.3.2. Current Ratio:

25.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

25.3.2.2. Formula: Total current assets divided by total current liabilities.

25.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

25.3.3. Debt Service Coverage Ratio:

25.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

25.3.3.2. Definition: The ratio of net income to the year to date debt service.

25.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

25.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

25.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

25.3.4. Net Assets to Total Assets:

25.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

25.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

25.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

25.3.4.4. Source of Data: The Contractor's monthly financial statements.

25.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

25.4. In the event that the Contractor does not meet either:

25.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

25.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

25.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

25.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

25.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

25.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

25.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

25.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

25.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

25.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

26. Reduction or Suspension of Funding

26.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

26.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

26.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

26.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

26.3.2. Crisis services for all individuals.

26.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

26.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

27. Elimination of Programs and Services by Contractor

27.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

27.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

27.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

27.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

27.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

27.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

28. Data Reporting

28.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

28.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

28.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the

Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

28.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

28.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

28.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

28.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

28.6.2. Ensuring data files and records are consistent with reporting specification requirements.

28.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

28.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

28.6.5. Participating in Departmental efforts for system-wide data quality improvement.

28.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

28.6.6.1. All data is formatted in accordance with the file specifications;

28.6.6.2. No records will reject due to illegal characters or invalid formatting; and

28.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

28.7. The Contractor shall meet the following standards:

28.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise

approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

28.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 28.8.

28.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

28.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

28.8.1. The waiver length shall not exceed 180 days.

28.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

28.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

28.8.4. Failure of the Contractor to implement the plan may require:

28.8.4.1. Another plan; or

28.8.4.2. Other remedies, as specified by the Department.

29. Privacy Impact Assessment

29.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

29.1.1. How PII is gathered and stored;

29.1.2. Who will have access to PII;

29.1.3. How PII will be used in the system;

29.1.4. How individual consent will be achieved and revoked; and

29.1.5. Privacy practices.

29.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 2.12% Federal funds, Block Grants for Community Mental Health Services, as awarded on 2/23/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM087375.
   1.2. 2.87% Federal funds, PROHEALTH NH, as awarded on 8/25/22, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.243, FAIN H79SM080245.
   1.3. 94.77% General funds.
   1.4. .24% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. 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 noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor

will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

   7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

   7.2. **Table 1**

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT C

Program to be Funded	SFY2024 Amount	SFY2025 Amount	TOTALS
Div. for Children Youth and Families (DCYF) Consultation	$ 1,770.00	$ 1,770.00	$ 3,540.00
Rapid Response Crisis Services	$ 1,768,077.00	$ 1,768,077.00	$ 3,536,154.00
Mobile Crisis Apartments Occupancy	$ 143,000.00	$ 143,000.00	$ 286,000.00
Assertive Community Treatment Team (ACT) - Adults	$ 450,000.00	$ 450,000.00	$ 900,000.00
ACT Enhancement Payments	$ 12,500.00	$ 12,500.00	$ 25,000.00
Behavioral Health Services Information System (BHSIS)	$ 10,000.00	$ 5,000.00	$ 15,000.00
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	$ 5,000.00	$ 5,000.00	$ 10,000.00
Rehabilitation for Empowerment, Education and Work (RENEW)	$ 6,000.00	$ 6,000.00	$ 12,000.00
Child and Youth Based Programming and Team Based Approaches (BCBH)	$ 140,000.00	$ 140,000.00	$ 280,000.00
General Training Funding	$ 5,000.00	$ 5,000.00	$ 10,000.00
System Upgrade Funding	$ 15,000.00	$ 15,000.00	$ 30,000.00
First Episode Psychosis Programming	$ 60,000.00	$ 60,000.00	$ 120,000.00
Deaf Services Funding	$ 326,500.00	$ 326,500.00	$ 653,000.00
System of Care 2.0	$ 263,028.00	$ -	$ 263,028.00
ProHealth NH Grant	$ 183,115.00	$ -	$ 183,115.00
Total	$3,388,990.00	$2,937,847.00	$6,326,837.00

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of $73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-3 Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Crisis Apartments Occupancy: The Contractor shall invoice the Department for the prior month based on the number of beds, the number of days in that month and the daily rate of $97.94. At the end of each quarter the Department will conduct a review of occupancy rates of crisis apartments. The Department may recoup funding to the actual average occupancy rate for the quarter, in whole or in part, if the occupancy rate, on average, is less than 80%.

7.6. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL REIMBURSEMENT
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	$450,000
ACT Enhancements	1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment. OR 2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures.	$12,500

7.7. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL REIMBURSEMENT
$2,500	$250/Person X 10 People = $2,500	$5,000

7.9. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

7.10. Child and Youth Based Programming and Team Based Approaches funding to support programming specified in Exhibit B, Scope of Services.

7.11. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.12. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.13. HOPE Program: Funding to support ongoing implementation and programming outlined in Exhibit B, Scope of Services, HOPE Program – Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP-CSC). Invoice based payments for unbillable time and services delivered by the FEP/ESMI team. Invoices will only be processed upon receipt of outlined data reports and invoice shall reference contract budget line items.

7.14. Deaf Services Funding: Funding to support Deaf Services support to programming and specific staff provisions available as specified in Exhibit B, Scope of Services.

7.15. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

School Liaison and Supervisory Positions & Benefits	$130,000.00
Program Staff Travel	$12,075.00
Program Office Supplies, Copying and Postage	$8,700.00
Implementation Science and MATCH-ADTC Training for CMHC staff	$7,500.00

Professional development for CMHC staff in support of grant goals and deliverables	$30,000.00
Expenses incurred in the delivery of services not supported by Medicaid, private insurance, or other source	$60,000.00
Indirect Costs (not to exceed 6%)	$14,753.00
Total	**$263,028.00**

7.16. ProHealth NH: Payment for ProHealth services shall be made monthly throughout the duration of the grant period, which ends September 29, 2023 as follows:

7.16.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of programming as outlined in Exhibit B, Scope of Services, and shall be in accordance with Exhibit C-1, Budget through Exhibit C-3, Budget.

7.16.2. The Contractor agrees to keep records of their activities related to Department programs and services.

7.17. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. Other

8.1. Enhanced – Illness Management and Recovery (eIMR) Training: One-time funds not to exceed $21,000 are available in SFY 2023 for eIMR training to contract directly with the Center for Practice Transformation at the University of Minnesota to train 30 center staff in eIMR. Slots may be offered to other centers if openings are available.

8.2. Peer Trainings: Funding to host two (2) training events for CMHC staff facilitated by Wildflower Alliance. The cost of both trainings inclusive of event space, technology, food, administrative time and Wildflower Alliance facilitation costs shall not exceed $15,357. Funds are available prior to September 30, 2023 to support associated training expenses as outlined in the below budget table.

8.2.1. The Contractor shall coordinate and track registration, schedule and arrange event space, provide food, administer a pre-training survey, post training evaluation and post-training survey 3-months after conclusion of the training to evaluate knowledge and skill application.

8.2.2. Training slots shall be offered to all CMHCs.

EXHIBIT C

Training Expense	Reimbursement Requirements	TOTAL REIMBURSEMENT
"When the Conversation Turns to Suicide"	Up to 27 participants. Payment shall be made on a cost reimbursement basis following submission of attendee lists and all three evaluations.	$5,100
"Voices, Visions & Unusual Beliefs"	Up to 25 participants. Payment shall be made on a cost reimbursement basis following submission of attendee lists and all three evaluations.	$7,557
Other	Payment shall be made on a cost reimbursement basis for up to 40 hours of administrative time and food for training events.	$2,700

8.3. Data Improvements: The contractor shall utilize funds available in SFY 2023 not to exceed $8,000 to improve data collection and reporting of functional reports to inform care. Payment shall be paid in two installments. Half upon completion of work and the balance upon demonstration of upgrades to the Department.

9. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

9.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

9.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

10. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

10.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

10.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

10.3. Identifies and requests payment for allowable costs incurred in the previous month.

10.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

10.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

10.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

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

11. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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

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

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

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

14.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

14.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget Sheet SS-2024-DBH-01-MENTA-06

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Greater Nashua Mental Health*

Budget Request for: *ProHealth*

Budget Period: *FY2024*

Indirect Cost Rate (if applicable): 35.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$72,500
2. Fringe Benefits	$22,500
3. Consultants	$2,700
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$6,109
6. Travel	$300
7. Software	$0
8. (a) Other - Marketing/ Communications	$375
8. (b) Other - Education and Training	$500
8. (c) Other - Other (specify below)	
Other - Telephone	$1,175
Other - Postage	$100
Other - Subcontracts and Agreements	$43,606
Other (please specify)	
9. Subrecipient Contracts	$0
Total Direct Costs	$149,865
Total Indirect Costs	$33,250
TOTAL	$183,115

DS

Contractor Initials _____

Date 5/26/2023

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Greater Nashua Mental Health	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2023-6/30/2024	
Indirect Cost Rate (if applicable)	0.08956206	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$1,195,400	$119,540
2. Fringe Benefits	$312,786	$31,279
3. Consultants	$12,300	$1,230
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$40,000	$4,000
5.(a) Supplies - Educational	$3,000	$300
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$1,000	$100
5.(e) Supplies Office	$6,500	$650
6. Travel	$3,000	$300
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$27,000	$2,700
Other (please specify)	$7,000	$700
Other (please specify)	$143,000	$0
Other (please specify)	$3,000	$300
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$1,753,986	$161,099
Total Indirect Costs	$157,091	$15,710
TOTAL	$1,911,077	$176,808

Contractor: DS _____

Date: 5/26/2023

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Greater Nashua Mental Health	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2024-6/30/2025	
Indirect Cost Rate (if applicable)	10%	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$1,200,000	$120,000
2. Fringe Benefits	$315,277	$31,528
3. Consultants	$12,300	$1,230
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$30,000	$3,000
5.(a) Supplies - Educational	$3,000	$300
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$1,000	$100
5.(e) Supplies Office	$7,000	$700
6. Travel	$3,000	$300
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$28,000	$2,800
Other (please specify)	$7,500	$750
Other (please specify)	$143,000	$0
Other (please specify)	$3,000	$300
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$1,753,077	$161,008
Total Indirect Costs	$158,000	$15,793
TOTAL	$1,911,077	$176,800

Contractor: DS [signature]

Date: 5/26/2023

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 DS

Date 5/26/2023

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: Greater Nashua Mental Health

DocuSigned by:
Cynthia L Whitaker
[redacted]

5/26/2023
Date

Name: Cynthia L Whitaker
Title: President and CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name: Greater Nashua Mental Health

5/26/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

DS
Vendor Initials
5/26/2023
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Contractor Initials DS CW

Date 5/26/2023

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.

Contractor Name: Greater Nashua Mental Health

5/26/2023
Date

DocuSigned by:
Cynthia L Whitaker
984133A5D3D8454...
Name: Cynthia L Whitaker
Title: President and CEO

DS
CW
Contractor Initials

5/26/2023
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

DS

Contractor Initials _____

Date 5/26/2023

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Greater Nashua Mental Health

5/26/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and 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 Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Contractor Name: Greater Nashua Mental Health

5/26/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

DS
Contractor Initials
5/26/2023
Date

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.

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	Greater Nashua Mental Health,
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Cynthia L Whitaker
Name of Authorized Representative	Name of Authorized Representative
Director	President and CEO
Title of Authorized Representative	Title of Authorized Representative
5/30/2023	5/26/2023
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 (UEI #)
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: Greater Nashua Mental Health

5/26/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

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 UEI (SAM.gov) number for your entity is: KLQ5SMKH3NJ1

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

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

5. "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.

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

7. "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.

8. "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.

9. "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.

10. "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.

11. "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. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to 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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data 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 Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
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 Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential 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 Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, 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 Confidential Data.

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 DHHS 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 DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire 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 DHHS.

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 Confidential Data or 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 Confidential 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 Confidential 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, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    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

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, 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

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

CERTIFICATE OF AUTHORITY

I, James Jordan, Board Chair, hereby certify that:
(Name of the elected Officer of the Corporation/LLC: cannot be contract signatory)

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 24, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 7/24/23

Signature of Elected Officer
Name: James Jordan
Title: Board Chair
Greater Nashua Mental Health

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2023

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

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

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord Street Nashua NH 03064	**CONTACT NAME:** Kimberly H. Gutekunst, CIC **PHONE (A/C, No, Ext):** 603-882-2766 **FAX (A/C, No):** **E-MAIL ADDRESS:** kgx@eatonberube.com
INSURED COMCO3 The Community Council of Nashua NH, Inc dba Greater Nashua Mental Health 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 : Granite State Health Care & Human Services Self In INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 596225848 **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:			OPS158619810	11/12/2022	11/12/2023	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	11/12/2022	11/12/2023	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			UMS0028391	11/12/2022	11/12/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		HCHS20220000591	1/1/2023	1/1/2024	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 Claims Made Retro Date: 11/12/1986			OPS158619810	11/12/2022	11/12/2023	Each Claim Aggregate	$5,000,000 $5,000,000

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

Workers Compensation coverage: NH; no excluded officers.

NH DHHS is listed as additional insured per written contract

CERTIFICATE HOLDER

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

CANCELLATION 30 days/10 days non-payment

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

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

BerryDunn

GNMH Greater Nashua Mental Health

FINANCIAL STATEMENTS

June 30, 2022

(With Comparative Totals for June 30, 2021)

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

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

Opinion

We have audited the accompanying financial statements of The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

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

Report on Summarized Comparative Information

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 31, 2022

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

Statement of Financial Position

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

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

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

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

Statement of Activities and Changes in Net Assets

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

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

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

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

Statement of Functional Revenues and Expenses

Year Ended June 30, 2022

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

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

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

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2022

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total
Total revenues and support and other income (loss)	$ 4,962,426	$ 11,025,249	$ 1,665,109	$ 997,899	$ 804,050	$ 1,127,439	$ 3,302,270	$ 23,884,442	$ (47,963)	$ 112,959	$ 23,949,438
Expenses											
Salaries and wages	2,020,764	3,957,308	456,149	323,194	618,816	1,488,980	2,191,351	11,056,562	3,072,502	20,439	14,149,503
Employee benefits	409,416	725,938	63,799	44,090	81,196	173,686	339,729	1,837,853	434,761	6,608	2,279,222
Payroll taxes	207,052	315,619	36,586	26,228	49,157	95,863	174,425	904,930	191,684	1,602	1,098,216
Professional services	13,133	24,370	867	57,152	13,189	12,425	133,869	255,005	416,225	10,500	681,730
Staff development and recognition	5,721	11,335	809	5,714	12,550	3,719	8,738	48,586	72,708	-	121,294
Utilities	-	1,630	-	-	-	-	-	1,630	142,551	-	144,181
Occupancy	5	29,084	-	-	-	-	94,620	123,709	361,392	-	485,101
Supplies and equipment	17,712	12,914	-	2,214	3,085	3,353	105,644	144,922	229,411	253	374,586
Software and technology	1,125	100	-	-	-	600	4,959	6,784	384,825	1,811	393,420
Travel and meals	48,874	96,645	15,285	18,310	2,370	-	10,663	192,147	6,839	-	198,986
Communications	13,060	36,937	4,753	4,687	2,501	862	32,826	95,626	278,256	4,876	378,757
Client support	21,092	98,618	8	14	2,000	-	3,128	124,860	13,716	-	138,576
Insurance	-	1,414	-	-	-	-	4,883	6,297	278,949	-	285,246
Dues and publications	4,400	263	-	175	190	180	253	5,461	62,077	50	67,588
Other	-	370,249	-	-	-	-	903	371,152	29,498	563	401,213
Depreciation	32,414	70,210	12,493	8,011	12,309	11,245	49,003	195,685	58,758	260	254,703
Total expenses before allocation	2,794,767	5,752,634	590,749	489,789	797,363	1,790,913	3,154,994	15,371,209	6,034,152	46,961	21,452,322
General and administrative allocation	1,645,861	3,598,396	478,589	224,606	334,840	(663,474)	457,784	6,076,601	(6,082,115)	5,514	-
Total expenses	4,440,628	9,351,030	1,069,338	714,394	1,132,203	1,127,439	3,612,778	21,447,810	(47,963)	52,475	21,452,322
Change in net assets	$ 521,798	$ 1,674,219	$ 595,771	$ 283,505	$ (328,153)	$ -	$ (310,508)	$ 2,436,632	$ -	$ 60,484	$ 2,497,116

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

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

Statement of Cash Flows

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

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

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

Organization

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

1. Summary of Significant Accounting Policies

Use of Estimates

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

Basis of Presentation

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

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

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

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

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

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2021 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

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

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

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the trade accounts receivable. Accounts receivable, net amounted to $2,553,814 as of June 30, 2020.

Investments

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

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

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

Property and Equipment

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

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

Revenue Recognition

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

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

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

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

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

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. General and administrative expenses are allocated based on full time equivalents and program expenses are allocated based on client count.

Estimated Third-Party Liability

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

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2022 and 2021. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 31, 2022, which is the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

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

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

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

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

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

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

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

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

3. Program Service Fees and Concentrations of Credit Risk

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

4. Investments

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

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

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:

2022	Level 1	Level 2	Total
Common stock	$ 853,384	$ -	$ 853,384
Equity mutual funds	170,273	-	170,273
U.S. Treasury bonds	440,237	-	440,237
Corporate bonds	-	408,234	408,234
Corporate bond mutual funds	118,598	-	118,598
	$ 1,582,492	$ 408,234	$ 1,990,726

2021	Level 1	Level 2	Total
Common stock	$ 889,746	$ -	$ 889,746
Equity mutual funds	291,844	-	291,844
U.S. Treasury bonds	571,446	-	571,446
Corporate bonds	-	269,361	269,361
Corporate bond mutual funds	122,873	-	122,873
	$ 1,875,909	$ 269,361	$ 2,145,270

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:

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

7. Endowment

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

Interpretation of Relevant Law

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

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

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

Spending Policy

The Organization has a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. There were no appropriations during 2022. During 2021, the Board of Directors approved an appropriation of $45,003 to support current operations.

Return Objectives and Risk Parameters

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

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2022 and 2021.

Endowment Composition and Changes in Endowment

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

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

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

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

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

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, net of fees	286,498	49,094	335,592
Amount appropriated for expenditure	(40,000)	(5,003)	(45,003)
Appropriated funds not drawn from investments	5,003	-	5,003
Endowment net assets, June 30, 2021	$ 2,418,378	$ 328,696	$ 2,747,074

8. Line of Credit

The Organization maintains a $1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of TD base rate (4.75% at June 30, 2022). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2022 or 2021. Management is in the process of renewing the line of credit with TD Bank.

9. Commitments and Contingencies

Operating Leases

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

Future minimum lease payments are as follows:

2023	$ 121,412
2024	18,803
2025	6,019
2026	1,874
	$ 148,108

10. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2019, the Organization increased the matching contribution to 100% of employee deferrals up to 5% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition, the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2022 and 2021. Expenses associated with this plan were $364,888 and $290,063 for the years ended June 30, 2022 and 2021, respectively.

11. Uncertainty and Relief Funding

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 and Coronavirus Response and Relief Supplemental Appropriations Act of 2021 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its continued economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

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

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

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

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

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

GNMH Greater Nashua Mental Health

BOARD OF DIRECTORS (2023)

James R. Jordan	Chair
Pamela Burns	Vice Chair
Diane Vienneau	Secretary
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Robert Amrein, Esquire	
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Fr. Thomas A. Moses	
Elizabeth Sheehan	
Kristen Sheppard	
Mary Ann Somerville	
James Fasoli	Emeritus Board

Cynthia L. Whitaker, Psy.D.

Education:

Antioch New England Graduate School, Keene, NH
Psy.D. in Clinical Psychology, 2006

University of New Hampshire at Manchester, Manchester, NH
Certificate in Sign Language Interpretation, 2004

Rhode Island College, Providence, RI
B.A. in Psychology and Communications with Honors, 1995
Communications emphasis in Speech and Hearing Sciences

Clinical Experience:

Riverbend Community Mental Health — **Henniker, NH** — **8/05-present**
Child and Family Therapist

Presently engaged in working with a multidisciplinary team that provides mental health services to children and their families. Position includes provision of individual therapy, family therapy, case management, and advocacy. Coordination with other providers and schools is also involved in the position. Psychology post-doctorate supervision received from 4/06 through present.

Moore Center Services — **Manchester, NH** — **12/02-6/05**
MIMS Worker/Supervisor

Provided Mental Illness Management Services (MIMS) to children and adults diagnosed with both a mental illness and a developmental disability. Responsibilities included supervising part-time staff, managing staff schedules, other administrative duties, and direct support of consumers involving teaching symptom management strategies and social skills as directed by consumers' treatment plans.

University at Albany Counseling Center — **Albany, NY** — **7/01–7/02**
Ellis Hospital Mental Health Clinic — **Schenectady, NY**
Pre-doctoral Intern in Psychology

APPIC accredited internship with focused training in two distinct settings, a university counseling center and a community mental health center. Core activities included intake assessment and referral, individual and group psychotherapy, crisis intervention in role as "psychologist of the day," individual supervision of second year doctoral student, group supervision of undergraduate peer trainers, and psychological assessment. Also received advanced training on the Rorschach Inkblot Procedure. Training at community mental health center focused on assessment and therapy with adults diagnosed with major mental illness and/or personality disorders in an outpatient setting.

Monadnock Developmental Services **Keene, NH** **8/99–6/01**
Group Facilitator

Responsible for co-facilitating a monthly group for children who have a sibling with some type of physical or developmental disability, such as autism, leukemia, or cerebral palsy. The group included both expressive and process components and dealt with topics such as roles within a family and shame.

Wediko Children's Services **Windsor, NH** **9/00–6/01**
Assistant Teacher (AmeriCorps Position)

Intensive diagnostic and treatment program that utilizes assessment, education, and behavioral intervention with males ranging in age from 8 to 18 who have emotional and/or behavioral challenges. Responsibilities included assisting lead teacher with academic material presented in classroom, teaching elective classes, implementing Individualized Education Plans (IEPs), and carrying out other duties necessary to maintain the therapeutic milieu of the residential school.

Psychological Services Center **Keene, NH** **8/99–5/01**
Administrative Assistant

Assisted with the administration of a psychology training clinic, including managing billing clients and insurance agencies and coordinating referrals for service. Also involved in the instruction of first year students with the usage of scoring templates for the MMPI-2 and other testing materials owned by the clinic.

Antioch New England Graduate School **Keene, NH** **Fall 2000**
Teaching Assistant for Fundamental Clinical Skills I and II

Provided instruction to first year doctoral level students on utilizing confrontation in therapy and on giving mental status examinations. Facilitated small groups of students practicing and learning about beginning counseling and assessment techniques. Also responsible for reading papers and providing feedback to students about their developing skills.

Psychological Services Center **Keene, NH** **7/99–6/00**
PSC Clinician

Pre-doctoral practicum experience involving working with adults, families, and children in an outpatient setting. Received specialized training in cardiac rehabilitation, counseling parents, conducting learning disability assessments, and working with people with eating disorders.

New Hampshire Hospital **Concord, NH** **9/98–5/99**
Psychology Extern

Pre-doctoral training in assessment and therapy with adults diagnosed with major mental illness and/or personality disorders in an inpatient setting. Monthly seminars attended included Neuropsychology, Case Presentation, and Assessment (Rorschach). Also attended bi-weekly Grand Rounds.

Arbour-Fuller Hospital **S. Attleboro, MA** **10/95-2/99**
Activity Therapist /Behavior Therapy Specialist

Attended team meetings, determined rehabilitation goals for treatment plans, supervised activity therapy intake screenings, and conducted daily rehabilitation groups on a locked, acute unit for adolescents. Responsibilities also included implementing behavior plans, collecting data, and conducting different types of group therapy, on a locked, acute unit for adults with developmental disabilities.

Leadership Experience:

Beauty 4 Ashes
Member, Board of Directors **2004-present**

New Hampshire Registry of Interpreters for the Deaf
Member at Large of Executive Board **2004-2005**
Student Representative to Executive Board **2002-2004**

ASL Club at the University of New Hampshire at Manchester
President **2002-2003**

Antioch New England Graduate School
Member, Admission Team **Spring 2000& 2001**

Reviewed written applications of prospective students. Also conducted team and individual interviews and collaborated in final selections of students.

Research Experience:

Antioch New England Graduate School **Keene, NH** **2000–2006**
Dissertation Research

Completed dissertation entitled *The Third Party: Psychologists' Attitudes Regarding the Use of Interpreters in Therapy.*

Antioch New England Graduate School **Keene, NH** **9/99-8/00**
Student Member of Internal Review Board (IRB)

Attended monthly IRB meetings, read research proposals, and collaborated with other team members to provide recommendations to researchers.

Butler Hospital **Providence, RI** **12/94-9/97**
Volunteer Research Coordinator & Assistant

Under the supervision of Caron Zlotnick, Ph.D., responsible for coordinating a research project on Adolescent Suicide Attempters and Ideators, which involved a clinical assessment and report of each adolescent. Also scored, entered, and analyzed data on patients in the Women's Treatment Program at the hospital. Position required extensive knowledge of the SAS system.

Papers and Presentations:

The Third Party: What are Psychologists' Opinions of Interpreters in Therapy. Presented at the Region 1 Conference of the Registry of Interpreters for the Deaf. Providence, RI. July 2006

Anxiety and Stress Management the Natural Way. Presented workshop at the Spinal Corrective Center in Amherst, NH. May 2006

Mental Illness Management Services. Presented workshop at Riverbend Mental Health Center for staff training purposes. May 2006

Transitions for Parents. Developed program designed to explore parental roles in freshman transitions at the University at Albany. June 2002

Parents as Partners. Developed document providing information about college students' use of alcohol and other drugs and parental roles in moderating that was placed on a website for parents at the University at Albany. June 2002

Depression and Women. Presented workshop to a sorority at the University at Albany. April 2002

Stress Management. Presented a workshop to a group of Residential Assistants on the University at Albany campus. April 2002

Handbook of Interpreting in Mental Health Settings. Unpublished Manuscript, University of New Hampshire at Manchester. May 2000

Family Functioning and Loneliness in Adolescent Suicide Ideators and Attempters. Presented paper at 32nd Annual Conference of the American Association of Suicidology. April 1999

Gender and Memory. Presented at the Fourth Annual Undergraduate Research Conference at Rhode Island College. Spring 1995

Professional Affiliations:

American Psychological Association
- APA Division 12, Clinical Psychology
- APA Division 22, Rehabilitation Psychology
  - Special Interest Section on Deafness

New Hampshire Association of the Deaf
New Hampshire Disaster Behavioral Health Response Team (DBHRT)
Registry of Interpreters for the Deaf
- New Hampshire Registry of Interpreters for the Deaf

Weare Citizens Emergency Response Team (CERT)

Languages of Fluency:

American Sign Language (ASL)

Maureen Ryan

Qualifications Summary:

- Mission driven, results oriented leader with a strong track record of achieving goal oriented, cost effective quality outcomes
- 20 years progressive management experience in both the private and public sector
- Successful experience in project management, program design and implementation, strategic planning, and grant writing
- Excellent written and verbal communication skills and experienced in public speaking, delivering presentations and facilitating diverse groups

Professional Experience

New Hampshire Department of Health and Human Services **12/05 - present**

Senior Director, Office of Human Services **6/16-present**

- Responsible for providing strategic leadership, direction and administrative oversight for the Divisions of Family Assistance, Children, Youth, & Families, and Child Support Services; the Bureaus of Elderly & Adult Services, Homeless & Housing Services; and Community Based Military Programs; and the Office of Health Equity
- Oversees the administration and implementation of programs to ensure compliance with state and federal laws, regulations, and policies; programmatic efficiency and effectiveness; financial integrity and sustainability; and effective personnel and resource allocation
- Proactively identifies critical issues, actions, or decision-points impacting program administration and service delivery, such as policy change, legislative mandate, or resource need, and engages staff to fully assess the issues and impacts, proactively develop a well-supported strategic plan or response, and communicate and implement decisions timely
- Actively mentors and engages OHS senior management in supporting high quality, effective management practices by supporting skill development in motivating and leading staff, managing change, strategic planning, developing innovative solutions, effective program implementation, data-driven evaluation, and modeling and supporting a professional, accountable workforce

Administrator, Bureau of Homeless and Housing Services **8/07 – 6/16**

- Direct the coordination and administration of federal and state funding of statewide homeless service contracts
- Direct all bureau activities including contract monitoring, technical assistance, strategic planning, training and regional problem-solving activities
- Coordinate planning efforts for the development of community services and new initiatives
- Serve as agency representative relative to state homeless service programs, to local, state and federal agencies

Administrator, Bureau of Improvement and Integrity **3/06 – 8/07**

- Responsible for the overall management of the Continuous Improvement unit of the Bureau of Improvement and Integrity
- Direct all aspects of DHHS wide program Quality Assurance reviews including routine program evaluations, special investigations, work process analysis, and root cause analysis of specific programmatic issues
- Develop and direct projects related to Quality Improvement including facilitating interagency collaboration, system changes involving multiple divisions, organizational development issues and team building

Program Planning and Review Specialist, Bureau of Improvement and Integrity 12/05 – 3/06

- Overall management and administration of a Centers for Medicare and Medicaid Services (CMS) Real Choice Systems Change Grant
- Coordinated the start up of the department wide implementation of a comprehensive Quality Improvement effort
- Established and facilitated an ongoing, state wide stakeholder Quality Council, the goal of which is to improve communication between the state and community health service providers and elicit feedback on quality improvement initiatives

Consultant/Independent Contractor 2009-2014

NH region for Anthem EAP and Work Place Options, Raleigh, North Carolina

- Facilitate workshops and professional development seminars on various topics including employee relations, management, leadership development, and work life balance.

Employee Assistance Consultant, Resource Management Consultants 8/05 – 11/05

One Pillsbury St., Suite 300, Concord, NH 03301

- Provided telephone consultation, risk assessment, therapeutic intervention and facilitated referrals to various resources for individuals needing assistance with work/life issues

Director of Outreach, HEARTH 9/01-8/05

1640 Washington St., Boston, MA 02118

- Directed and supervised Outreach Department program staff in the coordination of case management, housing search, and housing stabilization services
- Developed and managed the agency's representative payee program, ensuring compliance with federal regulations and ensuring quality of service in managing clients' finances
- Developed and maintained collaborative relationships within the community including local businesses, healthcare providers, local and state government entities, and human service agencies
- Provided weekly clinical and administrative supervision to case managers, representative payee staff, and program interns
- Developed and coordinated the agency's Critical Incident Debriefing Team

Program Director, The Lynn Emergency Shelter 12/00- 8/01

Lynn Shelter Association, 100 Willow St., Lynn, MA 01901

- Responsible for the overall management of a homeless shelter, serving up to 80 homeless adults nightly, ensuring quality and consistency of service delivery
- Managed the shelter's operating budget and performed analysis/strategic planning
- Developed and implemented a structured day program, the goal of which was to offer tools to expand skills and enhance the capabilities of shelter guests
- Developed and implemented a comprehensive case management program and provided training and clinical supervision to case managers

Program Coordinator, Common Ground Women's Transitional Housing Program 2/97 – 12/00

Shelter Inc., 109 School St., Cambridge, MA 02139

- Responsible for the overall management of a HUD funded transitional housing program, and providing counseling and case management to program residents
- Developed and facilitated various workshops and groups for program residents
- Developed and facilitated training programs for shelter staff and interns

Education

Lesley University, Cambridge, MA Master of Arts in Psychology 1997

St. Bonaventure University, New York Bachelor of Arts 1992

Major: Psychology Minor: Mass Communications

Kevin Cormier, CPA

CHIEF FINANCIAL OFFICER

Turnarounds / Change Management / Investment Strategies / Capital Improvements / Strategic Planning Cash Management / Treasury / Compliance / Forecasts / Team Development / Audits / Financial Reporting

Led significant turnarounds, laying a solid fiscal and organizational foundation for future growth. Initiated and implemented successful facility upgrades and operational improvements, while reducing costs. Directed organizational development efforts, optimizing staffing and budgets to meet changing demographics. Responsible for P&L on operating budgets to $110M. Managed staff to 40. Big 4 audit and consulting experience.

Key Skills: Creating and implementing effective long-term strategic financial plans. Applying strong financial, operational, and ethical leadership to enterprise-wide change management. Winning support from internal and external stakeholders. Leading performance and organizational turnarounds. Managing and overcoming fiscal crises.

CAREER HISTORY/EXPERIENCE

Bottom Line, Inc. **September 2018 to April 2020**
Director of Finance

Responsibilities

- Prepare monthly financial statements with supporting metrics.
- Develop key financial models.
- Create company-wide budgets for the fiscal year.
- Prepare supporting schedules for the annual audit.
- Create presentations for key executives.
- Report financial status to the Finance Committee and Board of Trustees.
- Manage and report company cash flow.
- Create company policies to ensure financial health.
- Manage insurance policies.
- **Selected Accomplishments**
- Complete restructuring of the financial reporting system to highlight key strategic issues.
- Created a new revenue reconciliation system to ensure maximum accuracy.
- Designed a new reporting and records management system for restricted funds.
- Instituted a monthly revenue and expense forecasting and reporting system for revenue to ensure compliance with budgeted goals.
- Flawless audit preparation without any proposed adjusting entries or management comments.

Granite Recovery Centers **May 2016 to November 2017**
Chief Financial Officer

Responsibilities

- Served as the first CFO for the largest provider of SUD services in New Hampshire.
- Responsible for directing all business operations and implementing financial policies, accounting systems and cost controls.
- Revenue Cycle Management - ensure maximum third-party reimbursement through efficient billing and collections operations, effective accounts receivable management and a thorough understanding of cost reimbursement principles.
- Prepared monthly financial statements for internal users, authorized third parties and regulatory agencies.
- Designed the first comprehensive financial reporting and budgeting system for 15 different entities.
- Responsible for Human Resources, Risk Management and Financial Management activities, ensuring compliance with CARF/ JACHO standards.
- Responsible for strategic financial planning activities.

- Developed sophisticated financial forecasting models used to proactively prepare for a significant change in census, a change in reimbursement rates and numerous other internal/ external factors.
- Responsible for all bank and other lender relationships including a $14m capital improvement and financing plan.
- **Selected Accomplishments**
- Used a comprehensive cash flow analysis model for the newest and largest program; a 75-bed treatment facility in Effingham NH., to help the CEO and COO avoid major viability issues during the first year of operations.
- Discovered and corrected a material billing error involving over 2,000 charges totaling $1m – approximately 14% of projected annual revenue.

Farnum Center/ Webster Place Recovery Center, Manchester, NH **June 2015 to May 2016**
A Subsidiary of Easter Seals New Hampshire, Inc.
Project Director
Responsibilities

- Provide effective short and long-range strategic support to senior management and the board.
- Strategic financial planning to facilitate substantial growth in Substance Abuse Services.
- Liaison between senior management and key constituents.
- Conduct or facilitate research of complex matters, summarizing results concisely.
- Consultation and facilitation for teams involved in strategic initiatives and priority projects.
- Effective use of total quality management techniques for continuous process improvement.
- Benchmarking and trend analysis.

Change Management Strategic Financial Services **October 2013 to Present**
Owner

- Contract services for organizations interested in developing long-range strategic financial plans. Assistance in developing proactive financial management tools, using performance-based metrics, and applying cost savings techniques. Preparation for merger and acquisition activities. Interim CFO Assignments.

Easter Seals New Hampshire, Inc., Manchester, NH **January 2011 to October 2013**
Senior Vice President of Finance
Responsibilities

- Hired in 2011 to replace the Vice President/Controller. Promoted to Vice President of Finance and then to Senior Vice President of Finance.
- Responsible for all aspects of financial reporting, budgeting, capital planning, cash management, contracts, mergers and acquisitions and new program development for a multi-state (all of New England plus New York) operation with 12 types of services (Major services include: Special Education/Residential Programs, Community Based Services for Adults with Special Needs, Substance Abuse Residential Treatment Programs (including Detoxification), Transportation Services, Workforce Development and Veterans Services), 2,400 employees, 12 Boards of Trustees and a budget of $110M.
- UFR and CFR financial reporting and annual rate setting for programs.
- Grant reporting – state and various other entities - $95m in total.
- Financial forecasting and modeling for new programs.
- **Selected Accomplishments**
- Worked with the CFO/COO on a restructuring plan for the Accounting/Finance Department, creating strong liaison support for program managers in nearly 600 costs centers in six states (NH, NY, CT, VT, ME, VT).
- Mentored all responsible parties on proactive budget management using my "big 4 concept" (rate, census/enrollment, staffing and occupancy) to help managers respond to ever changing internal and external forces.
- Developed highly sophisticated projection and financial tracking models to assess performance throughout the year, react to adverse conditions and meet overall budget/financial goals.
- Led the mergers/acquisition team during numerous program expansion opportunities. This resulted in the acquisition of a 180 student Child Development Center and a Drug/Alcohol Treatment Facility, with potential revenue growth of nearly $15M.
- Led the operational team during the development and construction of a new 60 bed Drug/Alcohol Treatment Facility in Manchester NH that opened in May 2013, distinguished as the only medical detoxification facility in the state.
- Authored the finance section of a comprehensive long-range strategic financial plan including targeted treasury-cash management goals, stronger control over accounts receivable, strengthening the accounting liaison teams by including a broader base including plant management, development, and revenue management. Projection models to be

enhanced with more proactive rate and census management for the thousands of clients served each year (i.e., performance-based metrics). This strategic plan was approved by the board at the beginning of fiscal year 2013/2014.

- Responsible for reporting to 12 Boards of Trustees – 1 Consolidated Board, 6 in New York, 1 for the rapidly expanding drug/alcohol treatment programs and boards in Connecticut, Rhode Island, Massachusetts and Maine. Developed a user-friendly dashboard reporting format to help boards understand the complex program and financial environment.
- Developed treasury management functions for the 6 state structures, including optimum use of an $8M line of credit agreement and strategic use of cash and investments.
- Responsible for management of long-term debt totaling $25M, maintenance of applicable covenants and acquiring additional funds when necessary to fund program expansion.
- Worked extensively with other Senior Vice Presidents and Senior Program Managers to build a team of highly competent and collaborative individuals. Several members brought ideas from their experiences in the for-profit arena. This allowed for quick decision making to take advantage of available opportunities.
- Managed relations with various constituents including Easter Seals National Headquarters, various banks and financial institutions, legal, state, and federal funding agencies, and consultants from various disciplines.

Life Resources, Inc., Braintree, MA **April 2008 to December 2010**
Director of Finance

Responsibilities

- Hired in 2010 to work with the new CEO on the development of a comprehensive strategic financial plan.
- Responsible for all aspects of financial reporting, budgeting, capital planning, cash management, state contracts, voucher, and amendment preparation for a 48-student residential treatment program with a $5 million budget.

Selected Accomplishments

- Developed the first comprehensive financial reporting and cash flow forecasting system.
- Improved morale through regular, consistent, and well organized written and oral reporting to senior management and the Board outlining our alignment with strategic goals.
- Developed key metrics reports used to track areas of success and opportunities for improvement.
- Created a comprehensive capital improvement plan for all four program locations.
- Improved relations with the sole state funding source by providing transparent information and encouraging open dialogue about true program needs.

New England College, Henniker NH **May 2003 to March 2008**
Vice President for Finance and Operations

Responsibilities

- Recruited in 2003 to provide change management leadership and direct a fiscal and operational turnaround.
- Led initiatives improving financial performance/reporting, physical plant, and organizational development.
- Responsible for P&L on operating budgets to $30M and managed staff of 40.

Selected Accomplishments

- Created emergency restructuring plan avoiding bankruptcy and potential closure.
- Hired to lead turnaround after college posted losses totaling nearly $4M.
- Discovered finances to be in disarray with school facing possible immediate closure for failure to meet US Department of Education (DoE) working capital requirements.
- Implemented strong controls, turning around chaotic financial reporting at NEC.
- Established best practices and codified standards and controls.
- Instituted new procedures, creating regularly scheduled reports.
- Negotiated restructuring with banks to reduce collateral restrictions, freeing cash to meet DoE requirements. Won continued federal and bank support, enabling school to emerge from crisis. Increased bond rating with S&P.
- Revitalized struggling endowment, doubling portfolio value at 30% annualized ROI.
- Evaluated past investment practices, identifying lack of cohesive strategy.
- Convinced key bank to ease credit restrictions, enabling more flexible fund allocation by increasing cash-on-hand.
- Won confidence of, and renewed giving by, major donors.
- Initiated innovative five-year strategic organizational plan, putting NEC on solid long-term footing.
- Following emergence from fiscal crisis, identified opportunity to develop long-range strategic plan. Conducted analysis and forecasting of income from all graduate and undergraduate programs.
- Created plan, using modeling to project optimum enrollment, expense, and profitability scenarios. Won unanimous Board of Trustee support for implementation of plan.
- Led $7M capital improvement project, upgrading facilities, including $1M fire safety system.
- Collaborated on maintenance staff reorganization, improving performance and morale.

- Reduced labor costs, eliminating unproductive positions.
- Selected as model fire safety campus by a Department of Homeland Security sponsored pilot program.
- Played a significant role in the NEASC accreditation process, working closely with the accreditation team to regain confidence.

The Derryfield School, Manchester, NH **July 1994 to May 2003**
Director of Finance

Responsibilities

- Responsible for all aspects of financial reporting, budgeting, benefit administration, construction, and cash management for a 400-student day school with a $7 million budget.

Accomplishments

- Prepared the School for significant growth in enrollment (20% increase) and physical plant size (land holdings from 12 to 84 acres, net plant from $3 to $11 million) including numerous presentations to bankers, architects, construction managers, consultants, local planning and zoning boards and neighbors.
- Designed the School's first formal plant maintenance and safety program which improved campus marketability, employee morale and relations with insurance carriers.
- Obtained an investment grade bond rating with Moody's (Baa3) and S&P (BBB-), saving the School thousands of dollars in interest costs and earning notoriety in the financial markets.
- Strengthened the School's capitalization and liquidity by establishing a plant reserve ($300k) and an unrestricted reserve ($400k) over an eight-year period.
- Prepared flawless annual financial statements and work papers for the audit team each year within two weeks of fiscal year end without any proposed adjustments.
- Used my skills as an experienced CPA to do numerous presentations to the Board of Trustees, Parents' Association, Faculty and Staff, fostering an understanding of complex financial issues with an emphasis on full disclosure to gain trust and respect.
- Played a significant role in the NEASC accreditation process, earning several commendations from the evaluation team.
- Attended a variety of educational workshops and seminars each year including the prestigious "Endowment Institute" at Harvard University.

Earlier: Audit Manager, Hession and Pare, PC, Certified Public Accountants and Senior Assistant Accountant, Deloitte, Haskins & Sells (Big 4), Certified Public Accountants.

EDUCATION & PROFESSIONAL AFFILIATIONS

Harvard Business School – Endowment Institute
University of Massachusetts at Amherst, Isenberg School of Management, B.B.A in Accounting
Berklee College of Music, Boston
Certified Public Accountant – New Hampshire
American Institute of Certified Public Accountants
New Hampshire Society of Certified Public Accountants
National Association of College and University Business Officers (NACUBO)
National Association of Independent Schools (NAIS)

CURRICULUM VITAE

Marilou B. Patalinjug Tyner, M.D., FAPA

Employment

2003 – 2010	Outpatient Psychiatry, HBHS dba Process Strategies 376 Kenmore Drive, Danville, WV 25053
2003 – 2008	Outpatient Psychiatry, HBHS dba Process Strategies 163 Main Street, Clay, WV 25043
2008 – 2009	Tele-psychiatry for Prestera Center, Clay County based at Prestera Center, 511 Morris Street, Charleston, WV 25301
2007 – 2009	Tele-psychiatry for PsyCare, Inc. for the Potomac Highland Regional Jail and Central Regional Jail, WV
2010 – 2011	Tele-psychiatry for Prestera Center, Boone County based at Process Strategies office
2010 – 2013	Medical Director, Assessment Unit (TPC Program), Highland Hospital 300 56th Street, Charleston, WV 25304
2007 – 2013	Psychiatry Consult for Cabin Creek Health Centers in Dawes, WV, Clendenin, WV and Sissonville, WV; Tele-psychiatry for all three sites since March 2010, based at Process Strategies office
2008 – 2013	Outpatient Psychiatry, Process Strategies 1418A MacCorkle Avenue, Charleston, WV 25303
2013 – Current	Chief Medical Officer, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301
2013 – Current	Forensic Psychiatry Unit, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301

Certification / Licensure

1987 - 1995	Physician Licensure, Philippines
2002 - 2003	Physician Licensure, State of Connecticut
2002 - 2004	Physician Limited Permit, New York
2003 - Current	Physician Licensure, West Virginia
2003 - Current	Diplomate in Psychiatry, American Board of Psychiatry and Neurology, Inc.
2005 - Current	Certification in Forensic Psychiatry American Board of Psychiatry and Neurology, Inc.
2013 - 2023	Maintenance of Certification in Psychiatry, American Board of Psychiatry and Neurology, Inc.
2015 – 2025	Maintenance of Certification in Forensic Psychiatry American Board of Psychiatry and Neurology, Inc.

Education

1983 B.S.	Psychology, University of the Philippines College of Arts and Sciences Quezon City, Philippines
1987 M.D.	University of the Philippines College of Medicine Manila, Philippines

Postdoctoral Training

1987 - 1988	Postgraduate Internship, Philippine General Hospital Manila, Philippines
1989 - 1991	Residency Training, Psychiatry Philippine General Hospital, Manila, Philippines
1991 - 1992	Chief Resident, Psychiatry Philippine General Hospital, Manila, Philippines
1998 - 2002	Residency Training, Psychiatry NYU School of Medicine, New York, NY 10016
2001 - 2002	Chief Resident, Psychiatry Outpatient Division Chief Resident (July-December 2001) Administrative Chief Resident (January-June 2002) NYU School of Medicine, New York, NY 10016
2002 - 2003	Fellowship Training, Forensic Psychiatry NYU School of Medicine, New York, NY 10016

Other Professional Positions

1993	Research Associate, Intercare Research Foundation, Inc. Metro Manila, Philippines
1993 - 1994	Research Assistant, Research Foundation for Mental Hygiene Research based at Kirby Forensic Psychiatric Center Wards' Island, NY 10035
1994 – 1998	Research Scientist, Nathan S. Kline Institute Research based at Kirby Forensic Psychiatric Center Wards' Island, NY 10035

Awards and Honors

1983	Cum Laude, BS Psychology, University of the Philippines
1983	Phi Kappa Phi Honor Society, University of the Philippines,
1983	Pi Gamma Mu Honor Society, University of the Philippines
1992	Ciba-Geigy Fellowship Grant in Administrative Psychiatry
2002	Aventis Women Leaders Fellowship, American Psychiatric Association Annual Meeting, Philadelphia

Membership in Professional Societies

2000 - 2010	Member, American Psychiatric Association
2010 – Current	Fellow, American Psychiatric Association
2002 - Current	Member, American Academy of Psychiatry and the Law
2002 - Current	Member, NYU-Bellevue Psychiatric Society
2008 - Current	Member, American Medical Association
2008 – Current	Member, West Virginia State Medical Association

Teaching Experience

1990 - 1992	Training of Trainers in Critical Incident Stress Debriefing National Program for Mental Health, Philippines
1992 - 1993	Lectures in Psychiatry for Physical Therapy Students, University of the Philippines College of Manila, Philippines
1994 - 1998	Instructor, Management of Crisis Situations for Forensics Kirby Forensic Psychiatric Center, Wards Island, New York
2001 - 2003	Clinical Instructor, New York University School of Medicine
2004 – current	Clinical Assistant Professor, West Virginia University, CAMC Department of Behavioral Medicine and Psychiatry, Charleston, WV
2015 – current	Clinical Assistant Professor, West Virginia University School of Medicine, Morgantown, WV

Research

1. Patalinjug, M.B. and Harmon R.B. (2003) Characteristics of Defendants Charged with Stalking: Preliminary Look at Referrals to the Forensics Psychiatry Clinic Three Years After the Passage of NY State Stalking Laws, Presented at the 56th Annual Meeting of the American Association of Forensic Sciences, February 20, 2004, Dallas, TX.
2. Convit, A., Wolf, O.T., de Leon, M.J., Patalinjug, M.B., Kandil, E., Caraos, C., Scherer, A., Saint Louis, L., Cancro, R. (2001). Volumetric Analysis of the Prefrontal regions: Findings in aging and schizophrenia. *Psychiatry Research: Neuroimaging Section*, 107: 61-73.
3. Hoptman, M.J., Yates, K.F., Patalinjug, M.B., Wack, R.C., and Convit, A. (1999). Clinical Prediction of Assaultive Behavior Among Male Psychiatric Patients at a Maximum-Security Forensic Facility. *Psychiatric Services*, 50: 1461-1466.
4. Patalinjug, M.B., Convit, A., Hoptman, M.J., Yates, K.F., Dunn, D., Otis, D. (1997) Staff Assaulters vs. Patient Assaulters in a Forensic Psychiatric Facility: Is there a Difference? Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
5. Convit, A., McHugh, P., de Leon, M., Hoptman, M., Patalinjug, M. (1997) MRI Volume of the Amygdala: A New Reliable Method. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
6. Hoptman, M., Convit, A., Yates, K.F., Patalinjug, M.B. (1997) Violence and Slowing of the Anterior EEG: Relationships to Impulsivity. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
7. Bengzon, A.R.A., Jimenez A.L., Bengzon M.A., Esquejo D.P., Torres M.R., Sison-Aguilar M.A., Salazar M.C., Patalinjug M.B. (1994). Programs, Process, Politics, People: The Story of the Department of Health Under the Aquino Administration, 1986-1992. Submitted to the World Health Organization, Geneva, Switzerland.
8. Jimenez A.L., Torres M.R., Marte B.G., Patalinjug M.B., Guillergan M.L. (1992) The Establishment of a Mental Health Information System at the Philippine General Hospital Department of Psychiatry, Patient Services Section: A Preliminary Study. Paper read at the 18th Annual Convention of the Philippine Psychiatric Association, Manila, Philippines.

REFERENCES

1. Ted Thornton, M.D. (304) 552-6836 ted.thornton@yahoo.com
2. Toni Goodykoontz, M.D. (304) 669-0470 tgoodykoontz1@gmail.com
3. Fred Frazier III, APRN, PMHNP-BC (304) 669-9032 fredfrazier3@gmail.com

PATRICK M. ULMEN

Objective:

Industrious and dependable Masters graduate, with educational and experiential focus principally in research, psychology, case management and business administration, seeking management related growth opportunities with marketing research focus. In both educational and work experience, has demonstrated skills to work well with others, apply knowledge, make innovative contributions, manage complex problems and situations, and perform at a level exceeding expectations and demands.

Work Experience:

8/1992 - current

CLM Behavioral Health Systems, Windham Inn
P.O. Box 1027, Windham, N.H. 03087 (603) 434-9937

Psychiatric Case Manager. Duties include advocacy, development of rehabilitation goals, coordination of treatment, identification and acquisition of resources, counseling and ongoing support. Skills growth and accomplishments resulted in assignment of and success with exceptionally complex cases. Proposed, initiated, and continued development of alternative treatment planning and tracking mechanism ongoing since instated December 1995.
Information Analyst. Employing computer and research skills to identify, collect, analyze and review information relevant to planning, delivery, and monitoring of consumer support services and associated client outcomes to management staff and Regional Planning Committee.
Management Information Systems Assistant. Assisting in design, development, integration, refinement, maintenance, and expansion of automated community support services networking system.

1/1992 - 1/1995

Hesser College
3 Sundial Ave, Manchester, N.H. 03103 (603) 668-6660

Instructor. Courses taught: Introduction to Psychology, Individual and Group Counseling Techniques, and Contemporary Social Problems. Based on established teaching skills and reputation, actively sought by students seeking challenge and scholarship.

7/1991 - 8/1992 & 6/1986 - 6/1989

Chick Beaulieu Inc.
5 & 1/2 Gaffney St, Nashua N.H. 03060 (603) 883-5822

Office Manager, On-site Supervisor and Construction Worker. Duties included maintaining company journals, managing all business financial transactions, customer and employee relations, job costing, and reorganization of information flow, operations and records, delivery and coordination of service on site.

3/1991 - 6/1991

ECPI of Tidewater VA Inc.
5555 Greenwich, Suite 100, Virginia Beach, VA. 23462-6513 (804) 671-7171

Instructor. Taught Applied Psychology.

Recent Presentations:

8/8/1997 Development and Implementation of an Integrated Clinical Information Management System Within Community Support Services. Institute on Mental Health Management Information. Albany, NY.

6/16/1997 Practical Application of MHSIP Outcome Measures within Community Support Services. New Hampshire Community Mental Health Services Conference. Manchester, NH.

Education:

6/1989 - 7/1991 Old Dominion University, Norfolk, VA. Master of Science, Psychology.

1982 - 1987 Keene State College, Keene, NH. B.S. Business Management, B.A. Psychology.

PATRICK M. ULMEN • **7 DRAYCOACH CIRCLE** • **NASHUA, NH 03062**
TELEPHONE (603) 891-0282

MANAGEMENT INFORMATION SYSTEMS PROJECT MANAGER
INFORMATION ANALYST
PSYCHIATRIC CASE MANAGER

CAREER SUMMARY

Educational and experiential focus in development and integration of information systems, research, psychology, case management, education and business administration. Established reputation for working well with others, applying knowledge, making innovative contributions, managing complex problems and situations while performing at a level exceeding expectations and demands.

PRESENT POSITION

Development and management of web based information system between two regional community mental health centers. Management of local network, hardware and software system at a state funded regional Mental Health Center. Monitoring staff needs, recommending, and when indicated implementing appropriate changes. Educating staff towards more efficient and effective use of existing systems. Development and/or implementation of reporting tools. Analysis of existing data to generate information which meets the needs of staff, the agency, community and state representatives. Presentations at State and Northeastern conferences on developing and employing an information management system to improve psychiatric care. Collaborative work with a software development firm specializing in employing leading edge technology to develop state of the art, web based, information management systems.
Case management duties include advocacy, development of rehabilitation goals, coordination of treatment, identification and acquisition of resources, counseling and ongoing support for approximately 25 consumers of mental health services.

RECENT PRESENTATIONS

March, 1998 An Integrated Clinical Information Management System. Annual Conference for The Association of Community Living. Albany, NY.
August, 1997 Development and Implementation of an Integrated Clinical Information Management System Within Community Support Services. Institute on Mental Health Management Information. Albany, NY.
June, 1997 Practical Application of MHSIP Outcome Measures Within Community Support Services. New Hampshire Community Mental Health Service Conference. Manchester, NH.

EARLIER EXPERIENCE

College instructor of psychology, counseling and social science for 5 years. Based on established teaching skills and reputation actively sought by students seeking challenge and scholarship.
Office manager at a home improvement company. Duties included maintaining company journals, job costing, managing business financial transactions, customer and employee relations, and reorganizing information flow, office operations and records.

EDUCATION

Old Dominion University, Norfolk, VA. Master of Science, Psychology.
Keene State College, Keene, NH. BS Business Management, BA Psychology.

CAROL VALLEE, MBA

EXPERIENCE

Director of Human Resources, MHCGM 08/16 – Current

Manchester, NH

As the Director of HR was responsible for a number of job duties including; organizational development, recruitment and staffing, employment law, performance management, HR analytics, employee relations, compensation, strategic planning, talent management and succession planning. In addition, provided management, leadership and direction to the HR departments and accounting department, as well as outside consultants, such as recruitment specialists.

ACCOMPLISHMENTS

- Supports 500 employees.
- Developed and created a recruiting video, pushing the company's brand on "The Why". You can see this at https://www.youtube.com/watch?v=PGTr8_mB7a4
- To ensure a positive and accepting culture, founded new initiatives such as Transgender Workforce Planning Committee and LGBTQIA+ Inclusion Programs.
- Worked with the Board of Directors on all Human Resources related items.
- Successfully spearheaded new web based payroll and HRIS system, reducing payroll efforts from 50 hours a week, down to 15 hours a week.
- Improved retention by 30% by developing and implementing a compensation system with established salary ranges and developed our "Employee Brand".
- Implemented effective workforce planning strategies which boosted our hiring rates, by 35%.
- Conducted company skills gap analysis and individualized development plans for all positions. This resulted in the company's largest compensation adjustment of $1.4 Million dollars. Which increase our retention by an additional 20%.
- Chair of the Risk Management committee and partnered with our safety manager to make sure all OSHA regulations were being followed.
- Coached business leaders on leadership behaviors and practices, employee communication and relation issues, employment separation, complaint investigating, development and performance management strategies to promote engagement and a culture of continuous growth and development.

Director of Human Resources, Alternative Benefits Concepts 05/08 – 01/2016

Manchester, NH

Recruited to help open a new company branch in Manchester, guiding the startup and management of a full spectrum of HR operations, systems and programs. Worked with senior leadership to create HR policies and procedures; recruitment; databases; and develop orientation and training programs. Managed leave- of-absence programs, personnel records,

HR budget, and provided guidance to the HR Department and other business leaders in the company.

ACCOMPLISHEMENTS

- Supported 300 employees.
- Helped launch new site, bringing in an additional 15 million in revenue.
- Implemented effective workforce planning strategies and recruitment strategies which included building our brand. This was yielded in a 12% increase in staff gains.
- Developed a succession plan for Senior Leadership by creating a 5 year contract with our CEO. Developed concrete metrics and goals our CEO had to hit and based compensation off of those metrics and goals.
- Spearheaded and facilitated using a new web based management performance system. This resulted in 60% increase in management usage.
- Created and negotiated salary offers and dozens of sign-on bonuses/relocation packages annually at both the exempt and non-exempt level.
- Worked with the Board of Directors
- Chair of Risk Management committee: Worked with our safety manager to ensure accurate reporting to OSHA.

HR Manager, NHOH 01/06 – 05/2008

Manchester, NH

Promoted to fulfill a broad range of HR functions, including recruiting, training, administering benefits, overseeing disciplinary action and managing HR record. Resolved conflicts between employees and insurance carriers, coordinated health fairs to promote employee wellness and performed exit interviews.

ACCOMPLISHMENTS

- A Broad range of HR Generalist functions.
- Created and incentive with morale-boosting programs that increased employee satisfaction and productivity.
- Reworked new-hire orientation program to include HR information and company resources.
- Orchestrated daily HR functions supporting 150 employees.

EDUCATION

Southern New Hampshire University – Hooksett, NH – MBA
Southern New Hampshire University – Hooksett, NH – HRCI
Southern New Hampshire University – Hooksett, NH – BA/HR

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.

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.

James L Gamache, MSW, LCSW, LICSW, LADC, MLADC, ICAADC

OBJECTIVE:
To obtain a clinical leadership position in the Human Services field that offers the opportunity to actively apply the technical and clinical leadership skills developed during my 27-year career. To bring my in-depth knowledge of clinical systems, team building, supervision, policy development, quality improvement, and Evidenced Based Practice (EBP) models to a highly motivated Leadership team and contribute to their stability, growth, and success.

PROFESSIONAL EXPERIENCE:

Commission on Accreditation of Rehabilitation Facilities "CARF" (6/2014-current)

Administrative and Program Surveyor

- Survey programs across the country to review conformance to National Standards of Care
- Facilitate program reviews and interviews with the key members of Leadership, Board of Directors, clinical staff and clients/families served
- Provide professional consultation to organizations seeking CARF accreditation

Granite Recovery Centers (10/2020-current)

Senior Vice President of Clinical Services and Quality Assurance

- Developed and implemented organizational wide clinical Evidenced Based group curriculum
- Developed and implemented a quality assurance team focusing on qualitative aspects of all documentation
- Oversee all clinical operations in five locations across NH and ME
- Ensure all clinical departments exceed compliance requirements of licensing and accreditation bodies.
- Engaged in strategic planning

Londonderry NH Police Department "LPD" (8/2013-10/2020)

LPD Critical Incident Management Team "CIMT" Clinician

- Provided individual and group debriefings and defusing's outlined by the International Critical Incident Stress Foundation curriculum
- Provided on-going consultation and Bi-annual training to the entire CIMT team
- Provided ongoing clinical assessment, and referral services for Police Officers and their families
- Provided ongoing mental health, substance abuse and overall wellness awareness trainings to the entire Londonderry Police Department
- Worked with the State of NH Attorney General's Office to develop statewide standards and procedures on Critical Incident Stress Management for all Law Enforcement entities

GateHouse Treatment, Nashua NH (12/2019-10/2020)

Clinical Director

- Overseeing and developing the PHP & IOP clinical departments.
- Developed, planed and implemented strategies for program continuation and growth.
- Developed and implemented Evidenced Based clinical curriculum.
- Ensure the clinical departments stay within compliance of licensing and accreditation bodies.
- Audited charts periodically to ensure proper documentation.
- Schedule clinical staff.

- Manage clinical expenses as needed.
- Developed and implemented new processes to effectively care for Co-Occurring disorder clients.
- Communicate openly with staff to ensure client wellness and safety.
- Provide supervision and ongoing training to all clinical staff, interns and behavioral health technicians

WestBridge Inc. Manchester NH (9/2004-10/2019)

Chief of Quality Improvement/Clinical Supervisor (8/2016-10/2019)

- Responsibilities included multiple systems knowledge and improving overall quality of care
- Selection and implementation of a new Electronic Medical Record
- Streamlined intake and admissions process, and developed a census tracking system
- Partnering with Leadership in the organization to support and guide systems improvement in Financial, IT, Human Resources, Clinical, and Residential Programs
- Spearheaded CARF accreditation process resulting a 3 year accreditation in 2018 (Highest Award)
- Worked with all WestBridge teams to re-enforce team work and interdepartmental relations/communications
- Involved in marketing events including presenting at national conferences, and improving brand recognition
- Provide individual and group supervision to full-time clinical and license eligible staff
- Supervised 2nd year graduate student interns
- Covered Administrative and or Clinical on-call rotations for both ACT and Residential programs
- Coauthored and published White Paper Outcome study "Outcomes of a Residential and Community-Based Co-occurring Disorders Treatment Program 4/19/2020"
- Spearheaded and secured treatment contracts with the Veterans Administration "VA" in NH
- Actively participated in monthly chart audits using the data to implement training, developed and tracked outcome data system and reported out monthly to our leadership team

Chief Operating Officer (1/2015-8/2016)

- Responsible for the overall operations of three WestBridge locations NH, MA and FL.
- Spearheaded the process of becoming in network with Insurance companies
- Created and implemented tools necessary to measure quality of services provided to clients and activity track / monitor outcome data
- Worked with all programs to create an environment of cohesion and team work
- Involved in marketing events including presenting at national conferences to improve brand recognition
- Traveled to all locations meeting with program directors and improve client services and overall operations
- Prepared and presented Board of Directors reports
- Spearheaded the CARF accreditation process resulting in a 3 year accreditation in 2015 (Highest Award),
- Reviewed and approved all program budgets
- Worked with outside contractor to develop and implement a trauma informed environment of care for clients and staff
- Developed and monitored all Key Performance Indicators
- Involved in developing strategic plan and formulating realistic organizational goals
- Established and facilitated an emerging leaders group to build and develop future leaders
- Covered Administrative on-call for all locations

Director of Quality Improvement / Director of Residential Program (2/2012-1/2015)

- Responsibilities included multiple systems knowledge and improving overall quality of care through; chart audits, P&P development, systems development and monitoring, fidelity reviews, and streamlining access to care.
- Created and chaired the Quality Improvement Committee
- Developed and implemented the WestBridge outcomes measurement tool
- Created Quality Improvement Plans to address the policy needs of WestBridge in conformance with CARF
- Managed all aspects of residential staff scheduling and client census
- Provide individual and group supervision, prepared and developed employer / employee time lines, goals and objectives, and all aspects of interviewing, hiring and separation
- Facilitated all team building activities including using material from "5 Dysfunctions of a Team"
- Developed program budgets, and established and maintained FTE to client ratios

- Provided trainings specific for Evidenced Based Practice models of care and maintained high fidelity to those models
- Covered Administrative and Clinical on-call rotations

Clinical Therapist / Clinical Team Leader (9/2004-2/2012)

- Provided individual and group psychotherapy to clients in outpatient/residential mental health and substance abuse programs
- Provided crisis intervention and long-term clinical therapy to individuals dealing with Co-Occurring severe mental illness and substance use challenges
- Provided Behavioral Family Therapy to families of clients involved in treatment
- Competed comprehensive biopsychosocial, and substance abuse assessments on new clients entering into treatment
- Coordinated and supervised 32 part-time mentors in three locations
- Provide individual and group supervision to full-time clinical and license eligible staff

Dartmouth Psychiatric Research Center 2005-2007

Research Clinician (2005-2007)

- Provided 1:1 Cognitive Behavioral Therapy for PTSD to all clients in an addiction's treatment setting that met the diagnostic criteria for PTSD
- Engaged in clinical supervision and reviewed taped sessions to assure fidelity to the model
- Research was funded by NIDA resulting in the development of a treatment manual, published by Hazelton

Mental Health Center of Greater Manchester, Manchester NH 9/2001-9/2004

(Internship & Professional) Clinical Therapist / Case Manager (2001-2004)

- Provided individual and group psychotherapy to clients in outpatient mental health and substance abuse GCTT program
- Provided crisis intervention, case management and long-term clinical therapy to individuals dealing with Co-Occurring severe mental illness and substance use challenges

EDUCATION:

2002	**Boston University, School of Social Work, MSW**
	Major: Clinical Practice
	Minor: Macro Practice
2000	**Springfield College, School of Human Services, BS**
	Major: Human Services

BOARD OF DIRECTORS:

2016-Current	**The National Association for Addiction Professionals Executive Board Member**
2008-2012	**New Hampshire Alcohol & Drug Abuse Counselors Association "NHADACA"**

PROFESSIONAL LISCENSURES:

New Hampshire: Licensed Independent Clinical Social Worker, License # 2203
New Hampshire: Masters Licensed Alcohol & Drug Counselor, License # 0647
Maine: Licensed Clinical Social Worker, License # LC8130
Maine: Licensed Alcohol & Drug Counselor, License # LC21271
Internationally Certified Advanced Alcohol & Drug Counselor

PROFESSIONAL AFFILIATIONS:

The National Association for Addictions Professionals "NAADAC"
National Association of Social Workers "NASW"

COMMUNITY COUNCIL OF NASHUA, NH DBA/ GREATER NASHUA MENTAL HEALTH

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Cynthia Whitaker	President and CEO	$0.00
Maureen Ryan	Chief Operating Officer	$0.00
Kevin Cormier	Chief Financial Officer	$0.00
Marilou Patalinjug Tyner, MD	Chief Medical Officer	$0.00
Patrick Ulmen	Chief Information Officer	$0.00
Carol Vallee	Vice President of Human Resources	$0.00
Donna Lennon	Vice President of Clinical Operations	$0.00
Jim Gamache	Vice President Quality and Corporate Compliance	$0.00

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-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 Street Manchester, NH 03103-3628	
1.5 Contractor Phone Number (603) 668-4111	1.6 Account Number 05-95-92-922010-(4117, 4121, 1909, 2340) 05-95-92-921010-2053 05-95-42-421010-2958	1.7 Completion Date 6/30/2025	1.8 Price Limitation $6,662,413
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Patricia Carty 05088FB335E5400... Date: 5/23/2023		1.12 Name and Title of Contractor Signatory Patricia Carty President and CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D058041C8344... Date: 5/24/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74873484944460... On: 5/24/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS PC
Date 5/23/2023

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.

DS PL

Contractor Initials

Date 5/23/2023

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.

Contractor Initials PL (DS)

Date 5/23/2023

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT A

Revisions to Standard Agreement 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 and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 7.

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

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

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2. System of Care for Children's Mental Health

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)

4.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) Institute On Disability (IOD) model.

4.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

4.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

5. Division for Children, Youth and Families (DCYF)

5.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

5.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

6. Crisis Services

6.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

6.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

6.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

6.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

6.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

6.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

6.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

6.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

6.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

6.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

6.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

6.7.2. One (1) peer.

6.7.3. Telehealth access, and on-call psychiatry, as needed.

6.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

6.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

6.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

6.10.1. The location of the crisis.

6.10.2. The safety plan either developed over the phone or on record from prior contact(s).

6.10.3. Any accommodations needed.

6.10.4. Treatment history of the individual, if known.

6.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

6.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

6.11.2. Does not fulfill emergency medication refills.

6.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

6.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care-Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

6.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

6.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

6.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

6.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

6.16.1. Face-to-face assessments.

6.16.2. Disposition and decision making.

6.16.3. Initial care and safety planning.

6.16.4. Post crisis and stabilization services.

6.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

6.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

6.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

6.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

6.19.1.1. In or at the individual's home.

6.19.1.2. Community settings.

6.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

6.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

6.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use.

Documented clinical rationale with administrative support when a mobile intervention is not provided;

6.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

6.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

6.19.6.1. Obtaining the individual's mental health history including, but not limited to:

6.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers;

6.19.6.1.2. Substance misuse;

6.19.6.1.3. Social, familial and legal factors;

6.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

6.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

6.19.6.4. Conducting a mental status exam.

6.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

6.19.7.1. Staying in place with:

6.19.7.1.1. Stabilization services;

6.19.7.1.2. A safety plan;

6.19.7.1.3. Outpatient providers;

6.19.7.2. Stepping up to crisis stabilization services or apartments.

6.19.7.3. Admission to peer respite or step-up/step-down program.

6.19.7.4. Admission to a crisis apartment.

6.19.7.5. Voluntary hospitalization.

6.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

6.19.7.7. Medical hospitalization.

6.20. The Contractor shall involve peer and/or specialty-trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48)

hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

6.20.1. Promoting recovery.

6.20.2. Building upon life, social and other skills.

6.20.3. Offering support.

6.20.4. Reviewing crisis and safety plans.

6.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

6.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

6.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

6.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

6.21.3. Provided in the individual and family home, if requested by the individual;

6.21.4. Implemented using methods that include, but are not limited to:

6.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

6.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

6.21.4.2.1. Cognitive Behavior Therapy (CBT).

6.21.4.2.2. Dialectical Behavior Therapy (DBT).

6.21.4.2.3. Solution-focused therapy.

6.21.4.2.4. Developing concrete discharge plans.

6.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

6.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

6.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

6.22.1. Ensure outreach and educational activities may include, but are not limited to:

6.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point;

6.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials;

6.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

6.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

6.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

6.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

6.22.2.2. Educating the individual; and their supports on all diversionary services available, by encouraging early intervention;

6.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

6.22.2.4. Coordinating with homeless outreach services.

6.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

6.23.1: Determine availability of the Rapid Response Teams;

6.23.2. Facilitate response of dispatched teams; and

6.23.3. Resolve the immediate crisis episode.

6.24. The Contractor shall maintain connection to the designated resource tracking system.

6.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

6.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

6.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

6.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

6.26.2.1. Number of unique individuals who received services.

6.26.2.2. Date and time of mobile arrival; and

6.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

6.26.3.1. Diversions from hospitalizations.

6.26.3.2. Diversions from Emergency Rooms.

6.26.3.3. Services provided.

6.26.3.4. Location where services were provided.

6.26.3.5. Length of time service or services provided.

6.26.3.6. Whether law enforcement was involved for safety reasons.

6.26.3.7. Whether law enforcement was involved for other reasons.

6.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

6.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

6.26.3.10. Outcome of service provided, which may include but is not limited to:

6.26.3.10.1. Remained in home.

6.26.3.10.2. Hospitalization;

6.26.3.10.3. Crisis stabilization services;

6.26.3.10.4. Crisis apartment;

6.26.3.10.5. Emergency department;

6.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to-face intervention, as identified through Phoenix encounter data.

6.28. The Contractor shall provide four (4) Community Crisis Beds in an apartment setting, which serve as an alternative to hospitalization and/or institutionalization. The Contractor shall ensure:

6.28.1. Admissions to an apartment for Community Crises Beds are for providing brief psychiatric intervention in a community-based environment structured to maximize stabilization and crisis reduction while minimizing the need for inpatient hospitalization;

6.28.2. Community Crisis Beds in an apartment:

6.28.2.1. Include no more than two (2) bedrooms per crisis apartment;

6.28.2.2. Are operated with sufficient clinical support and oversight, and peer staffing, as is reasonably necessary to prevent unnecessary institutionalization;

6.28.2.3. Have peer staff and clinical staff available to be onsite, 24 hours per day, seven days per week, whenever necessary, to meet individualized needs;

6.28.2.4. Are available to individuals 18 years and older on a voluntary basis and allow individuals to come and go from the apartment as needed to maintain involvement in and connection to school, work, and other recovery-oriented commitments and/or activities as appropriate to the individual's crisis treatment plan;

6.28.2.5. Are certified under New Hampshire Administrative Rule He-M 1000, Housing, Part 1002, Certification Standards for Behavioral Health Community Residences, and include:

6.28.2.5.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;

6.28.2.5.2. Specific sleeping area designated for each individual;

6.28.2.5.3. Common areas shall not be used as bedrooms;

6.28.2.5.4. Storage space for each individual's clothing and personal possessions;

6.28.2.5.5. Accommodations for the nutritional needs of the individual; and

6.28.2.5.6. At least one (1) telephone for incoming and outgoing calls.

6.28.3. Crisis intervention, stabilization, services, and discharge planning services are provided by the members of the rapid response team as clinically appropriate;

6.28.4. Ongoing safety assessments are conducted no less than daily;

6.28.5. Assistance with determining individual coping strengths in order to develop a crisis treatment recovery plan for the duration of the stay and a post-stabilization plan;

6.28.6. Coordination and provision of referrals for necessary psychiatric services, social services, substance use services and medical aftercare services;

6.28.7. An individual's stay at a crisis apartment is for no more than seven consecutive (7) days, unless otherwise approved in writing by the Department;

6.28.8. Transportation for individuals is provided from the site of the crisis to the apartment and to their home or other residential setting after stabilization has occurred;

6.28.9. Any staff member providing transportation has:

6.28.9.1. A valid driver's license;

6.28.9.2. A State inspected vehicle; and

6.28.9.3. Proof of vehicle insurance;

6.28.10. Provision of a list of discharge criteria from the crisis apartments and related policies and procedures regarding the apartment beds to the Department within thirty (30) days of the contract effective date for Department approval;

6.28.11. Peer Support Specialists engage individuals through methods including, but not limited to, Intentional Peer Support (IPS); and

6.28.12. Reports are submitted to the Department for Crisis Apartments through the Phoenix reporting system that includes, but is not limited to:

6.28.12.1. Admission and Discharge Dates.

6.28.12.2. Discharge disposition (community or higher level of care).

6.28.12.3. Number of referrals refused for admission.

7. Adult Assertive Community Treatment (ACT) Teams

7.1. The Contractor shall maintain two (2) Adult ACT Teams both of which meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. The Contractor shall ensure:

7.1.1. Each Adult ACT Team delivers comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner, as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

7.1.2. Each Adult ACT Team is composed of at least ten (10) dedicated professionals who make up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent certified peer specialist;

7.1.3. Each Adult ACT Team includes an individual trained to provide substance misuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

7.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who has no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

7.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

7.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

7.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

7.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

7.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

7.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

7.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

7.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

7.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

7.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

7.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

7.4.4. Make a referral for an ACT assessment within (7) days of:

7.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

7.4.4.2. An individual being referred for an ACT assessment;

7.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

7.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

7.4.6.1. Extended hospitalization or incarceration.

7.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

7.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

7.4.7.1. To exceed caseload size requirements; or

7.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

8. Evidence-Based Supported Employment

8.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

8.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

8.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

8.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

8.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

8.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

8.6.1. Job development.

8.6.2. Work-incentive counseling.

8.6.3. Rapid job search.

8.6.4. Follow along supports for employed individuals.

8.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

8.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

8.7.1. Work with the Department to identify solutions to meet the demand for services; and

8.7.2. Implement such solutions within 45 days.

8.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

8.9. The Contractor shall ensure SE staff receive:

8.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

8.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

9. Coordination of Care from Residential or Psychiatric Treatment Facilities

9.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

9.1.1. Designate a different liaison for individuals being served through their children's services.

9.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

9.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

9.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

9.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

9.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

9.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

9.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

9.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

9.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

10. Coordinated Care and Integrated Treatment

10.1. Primary Care

10.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

10.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

10.1.2.1. Monitor health;

10.1.2.2. Provide medical treatment as necessary; and

10.1.2.3. Engage in preventive health screenings.

10.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

10.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

10.2. Substance Misuse Treatment, Care and/or Referral

10.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

10.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

10.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

10.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

10.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

10.3. Area Agencies

10.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

10.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

10.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link, and support transition plans for youth leaving children's services into adult services identified during screening;

10.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

10.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

10.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;

10.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

10.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

10.4. Peer Supports

10.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

10.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

10.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

10.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

10.5. Transition of Care with MCO's

10.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

11. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)

11.1. The Contractor shall participate in CCBHC planning activities that include:

11.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

11.1.2. Attending two (2) learning communities on a monthly basis;

11.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

11.1.4. Meeting monthly with planning consultant for technical assistance.

11.2. CCBHC Planning Consultant

11.2.1. The Contractor shall provide education, support, consultation and technical assistance to the six (6) CMHCs without federal CCBHC Implementation Grants as they work towards CCBHC implementation related to the following:

11.2.1.1. Developing a plan and timeline for the CCBHC self-assessment activities with these CMHCs;

11.2.1.2. Supporting the CMHCs to complete a CCBHC self-assessment tool defined by the department;

11.2.1.3. Leading 2 monthly learning communities with all DS NH CMHCs, including:

11.2.1.3.1. CCBHC Capabilities Learning Community; and

11.2.1.3.2. CCBHC Data collection, reporting and Quality Learning Community; and

11.2.1.4. Holding monthly meetings with the six (6) CMHC CCBHC team to review progress with goals and overcome barriers to achieving metrics by the end of the grant year;

11.2.1.5. Attending and report to the stakeholder advisory committee developed by NAMI New Hampshire; and

11.2.1.6. Attending and report to Department CCBHC Leadership team monthly.

12. Deaf Services

12.1. The Contractor shall work with the Deaf Services Team employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

12.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

12.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

12.4. The Contractor shall ensure services are person-directed, which may result in:

12.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

12.4.2. Care being shared across the regions; or

12.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

13. Prohealth Coordinated and Collaborative Care Program (Through September 30, 2023)

13.1. The Contractor shall provide population-level health, prevention, outreach, education, health and mental health screening, motivational enhancement, and referral to treatment for individuals including but not limited to youth and cultural and/or linguistic and sexual and/or gender minorities.

13.2. The Contractor shall incorporate person-centered health and mental health screenings with each individual's goals into to the intake, quarterly reassessments, treatment plans, shared plan of care, team meetings, and communications within the CMHC and Federally Qualified Health Center (FQHC).

13.3. The Contractor will continue to implement population health initiatives for individuals with more complex needs to achieve target behavioral and physical outcomes. The Contractor shall:

13.3.1. Utilize routine registries of individuals' behavioral and physical health indicators, referrals, and outcomes; and

13.3.2. Follow-up with individuals to provide motivational enhancement and referrals for case management, integrated services, and evidence-based practice (EBP) integrated treatment as described in this agreement, as needed when the individual's behavioral and physical health target outcomes are not met.

13.4. The Contractor shall re-engage individuals who begin to dis-engage from care, in order to prevent premature discharge, and assist with coordination tracking, follow-up, and integration of physical and behavioral health care for individuals with more complex needs.

13.5. The Contractor shall maintain staff or subcontractors with experience, credentials, and roles as described by the Department that include, but are not limited to:

13.5.1. Care coordinator(s).

13.5.2. Community health worker(s) and peer expert(s).

13.5.3. Information technology support.

13.6. The Contractor shall submit reports and documentation to the Department that include, but are not limited to:

13.6.1. Real-time and quarterly reports of de-identified and aggregate data which is collected in collaboration with and submitted to the Department or a contracted designee of the Department, and the SAMHSA through secure portals.

13.6.2. Written documentation of self-assessment that demonstrates that the partnership is pursuing the requirements of the Interoperability and Portability Act Stage 2 of meaningful use.

13.6.3. Written documentation of self-assessment that reflects plans to mirror certification or national accreditation standards in the delivery of coordinated, collaborative, and integrated care.

14. Prohealth Integrated Home Health (Through September 30, 2023)

14.1. The Contractor shall provide a person-centered Integrated Health Home aligned with a health integration model described by SAMHSA to ensure integrated delivery of services to individuals with Serious Mental Illness (SMI), Serious Persistent Mental Illness (SPMI), and/or Serious Emotional

Disturbance (SED) by a multidisciplinary team of health and mental health professionals that include, but are not limited to:

14.1.1. Primary care service providers.

14.1.2. Community behavioral health care service providers.

14.1.3. Wellness service providers.

14.2. The Contractor shall provide co-located FQHC-delivered integrated primary care screenings, detection, treatment planning, and treatment of physical health conditions.

14.3. The Contractor shall deliver well-child and well-adult screenings, physical exams, immunizations and primary care treatment of physical illnesses.

14.4. The Contractor shall deliver, or refer individuals to, evidence-based practice (EBP) treatment services and integrated treatment, as needed, based on the outcomes of the physical health and wellness screenings and assessments.

14.5. The Contractor shall deliver integrated evidence-based screenings, treatment planning and treatment to individuals with behavioral health conditions with SMI, SPMI, and/or SED at evidence-based intervals.

14.6. The Contractor shall screen individuals for:

14.6.1. Trauma, depression and substance misuse;

14.6.2. Medication misuse;

14.6.3. Involvement or interest in employment and/or education;

14.6.4. Need for Adult ACT Team services; and

14.6.5. Desire for symptom management.

14.7. The Contractor shall provide EBP mental health services to individuals with SMI, SPMI, and/or SED in a stepped approach that ensures feasibility and high-quality program implementation. The Contractor shall ensure services include, but are not limited to:

14.7.1. Illness Management and Recovery.

14.7.2. Trauma Focused Cognitive Behavioral Therapy.

14.7.3. Pharmacological treatment promoting the use of Decision Aid for Psychopharmacology.

14.8. The Contractor shall maintain staff or subcontractors at the FQHC with experience, credentials, and roles, as described by the Department, that include, but are not limited to:

14.8.1. Site project director.

14.8.2. Primary care advanced practice nurse or provider(s).

14.8.3. Primary care medical assistant(s).

14.8.4. Interview and data entry staff.

14.9. The Contractor shall submit documentation and reports to the Department that include, but are not limited to:

14.9.1. Quarterly reports, due by the fifteenth (15) day of the month prior to the close of the quarter, that include brief narratives of progress, training, and plans, policies, procedures, templates, and guidance changed to align with integration and wellness, in a format requested by the Department.

14.9.2. Quarterly reports of aggregated medical history and primary care provider and quarterly documented contact with primary care provider, past year physical exam, and wellness visit documentation, in collaboration with and submitted to the Department or a contracted designee of the Department in a format and transmittal approved by the Department.

14.9.3. Quarterly reports of de-identified height, weight, body mass index (BMI), waist circumference, blood pressure, tobacco use, and/or breath carbon monoxide, plasma glucose, and lipid documentation from the SAMHSA SPARS portal.

14.9.4. Quarterly quality improvement plans.

14.9.5. Quarterly reports on plans for sustainability that identify the policy and financing changes required to sustain project activities.

15. Prohealth Wellness Interventions and Health Counseling (Through September 30, 2023)

15.1. The Contractor shall provide individuals with, or refer individuals to, wellness programs that include multiple options tailored to individuals and that include health coaches to assist individuals with selecting options that best match individual needs and interests.

15.2. The Contractor shall ensure options include, but are not limited to:

15.2.1. One-time brief Motivational Enhancement interventions; Let's Talk About Smoking (LTAS), Vaping Education, Let's Talk About Feeling Good (LTAFG), and health education.

15.2.2. Access to medications associated with wellness interventions, including, but not limited to:

15.2.2.1. Nicotine replacement therapy (NRT).

15.2.2.2. NRT starter packs.

15.2.2.3. Onsite prescribing and pharmacy to maintain NRT supply.

15.2.2.4. Access other smoking cessation medication, which may include but is not limited to, varenicline and/or bupropion.

15.2.3. An individual one-time prevention contact and population level prevention initiatives that include materials for motivational enhancement, resources, and referrals for youth younger than sixteen (16) years of age.

15.2.4. The Breathe Well Live Well (BWLW) program with Care2Quit designed for smokers with SMI, SPMI, or SED, and includes health counseling using motivational interviewing, cognitive behavioral therapy, and stages of change-based interventions to motivate risk reduction and quit attempts. The Contractor shall ensure BWLW includes counseling of an individual in the natural support system of the individual using Care2Quit curriculum, referral for cessation pharmacotherapy, and incentives for participation and quit attempts.

15.2.5. The Healthy Choices Healthy Changes (HCHC) program designed for individuals with SMI, SPMI, and/or SED who are overweight or obese and includes health counseling using motivational interviewing, cognitive behavioral therapy, and stages of change-based interventions to motivate risk reduction and acquisition of healthy habits and weight management. The Contractor shall ensure HCHC includes:

15.2.5.1. A gym membership for twelve (12) months;

15.2.5.2. A wellness specialist and an InSHAPE health mentor;

15.2.5.3. A Weight Watchers membership for one (1) year;

15.2.5.4. The Weight Watchers mobile application for individuals who are 18 years of age and older or the MyFitnessPal mobile application for youth younger than 18 years of age; and

15.2.5.5. A structured incentives program for participation and initiating behavior change.

15.2.6. Referrals and facilitated community engagement in wellness treatment services, including but not limited to:

15.2.6.1. A web-based application and text subscriptions.

15.2.6.2. New Hampshire Helpline telephone counseling services.

15.2.6.3. MyLifeMyQuit.

15.2.6.4. Tobacco and obesity education.

15.2.6.5. Diabetes education programs.

15.2.6.6. Other related programs in this agreement based on the outcomes of health screening and treatment planning goals identified above.

15.3. The Contractor shall maintain staff or subcontractors with experience, credentials, and roles, as described by the Department, that include but are not limited to:

15.3.1. Wellness specialist(s).

15.3.2. Health mentor(s).

16. Cypress Center

16.1. The Contractor shall operate a Designated Receiving Facility (DRF) as outlined in New Hampshire Administrative Rule He-M 405, Designation of Receiving Facilities, on Cypress Street in Manchester, NH.

16.2. The Contractor shall ensure the DRF works in conjunction with regional Community Mental Health programs and providers to ensure crisis unit beds for individuals who are in need of involuntary admission for any of the following purposes:

16.2.1. Involuntary emergency admission (IEA) pursuant to NH RSA 135-C: 27-33 beginning with initial custody and continuing through the day following the probable cause hearing;

16.2.2. IEA for the period of such admission following the probable cause hearing; or

16.2.3. Non-emergency involuntary admission (IA) pursuant to NH RSA 135-C 34-54.

16.3. The Contractor shall work collaboratively with Community Mental Health programs and providers to provide case coordination, including:

16.3.1. Coordination of patient evaluation;

16.3.2. Treatment planning;

16.3.3. Discharge plans that include ongoing services and supports; and

16.3.4. Following all discharge criteria as outlined in NH Administrative Rule He-M 405.

16.4. The Contractor shall not refuse admission of a person sent to the DRF facility pursuant to NH RSA 135-C 28 or 36-45, unless there are no beds available at the time of admission.

16.5. The Contractor shall maintain staffing as outlined in NH Administrative Rule He-M 405.11, or, if at any time staffing is not maintained, send immediate notification to the Department to jointly develop a staffing plan.

16.6. At the Department's discretion, the Contractor shall participate in quality assurance reviews that may be conducted for determination of the compliance or non-compliance of the DRF with NH Administrative Rule He-M 405 and all other applicable Department rules. The Contractor shall:

16.6.1. Participate and maintain a quality improvement plan based on any findings from the review;

16.6.2. Ensure Department access to the quality improvement plan, which will be overseen by the Department;

16.6.3. Develop new, or revise current, quality improvement plans with the Department; and

16.6.4. Provide quarterly updates to any findings by the Department.

16.7. The Contractor shall participate in quarterly DRF meetings to collaborate with the Department and other DRFs within the State of NH to ensure:

16.7.1. Ongoing service needs are met; and

16.7.2. Improvement in services and statewide collaboration focus on reducing psychiatric admission waitlists.

17. CANS/ANSA or Other Approved Assessment

17.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

17.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

17.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

17.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

17.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

17.3.1. Utilized to develop an individualized, person-centered treatment plan;

17.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

17.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

17.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

17.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M-401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

17.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

17.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

17.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

18. Pre-Admission Screening and Resident Review

18.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

18.2. Upon request by the Department, the Contractor shall:

18.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

18.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

18.2.2.1. Requires nursing facility care; and

18.2.2.2. Has active treatment needs.

19. Application for Other Services

19.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

19.1.1. Medicaid.

19.1.2. Medicare.

19.1.3. Social Security Disability Income.

19.1.4. Veterans Benefits.

19.1.5. Public Housing.

19.1.6. Section 8 Subsidies.

19.1.7. Child Care Scholarship.

20. Community Mental Health Program (CMHP) Status

20.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit agency or corporation to provide services in the state mental health services system.

20.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

21. Quality Improvement

21.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement, and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

21.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

21.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

21.3. The Contractor shall comply with the Department conducted NH Community Mental Health Center Client Satisfaction Survey. The Contractor shall:

21.3.1. Submit all required information in a format provided by the Department or contracted vendor;

21.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

21.3.3. Support all efforts of the Department to conduct the survey;

21.3.4. Promote survey participation of individuals sampled to participate; and

21.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

21.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

21.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

22. Maintenance of Fiscal Integrity

22.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

22.1.1. Balance Sheet;

22.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

22.1.2.1. All revenue sources and expenditures; and

22.1.2.2. A budget column allowing for budget to actual analysis;

22.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

22.1.3.1. All revenue sources and all related expenditures for the Program; and

22.1.3.2. A budget column allowing for budget to actual analysis; and

22.1.4. Cash Flow Statement.

22.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

22.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

22.3.1. Days of Cash on Hand:

22.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

22.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

22.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

22.3.2. Current Ratio:

22.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

22.3.2.2. Formula: Total current assets divided by total current liabilities.

22.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

22.3.3. Debt Service Coverage Ratio:

22.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

22.3.3.2. Definition: The ratio of net income to the year to date debt service.

22.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

22.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

22.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

22.3.4. Net Assets to Total Assets:

22.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

22.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

22.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

22.3.4.4. Source of Data: The Contractor's monthly financial statements.

22.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

22.4. In the event that the Contractor does not meet either:

22.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

22.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

22.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

22.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

22.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

22.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

22.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

22.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

22.8. The Contractor shall complete the Fiscal Year-Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

22.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

23. Reduction or Suspension of Funding

23.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

23.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

23.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

23.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

23.3.2. Crisis services for all individuals.

23.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

23.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

24. Elimination of Programs and Services by Contractor

24.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

24.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

24.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

24.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed

program change(s) so long as proper notification to eligible individuals is provided.

24.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

24.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

25. Data Reporting

25.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

25.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

25.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

25.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

25.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

25.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

25.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

25.6.2. Ensuring data files and records are consistent with reporting specification requirements.

25.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

25.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

25.6.5. Participating in Departmental efforts for system-wide data quality improvement.

25.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

25.6.6.1. All data is formatted in accordance with the file specifications;

25.6.6.2. No records will reject due to illegal characters or invalid formatting; and

25.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

25.7. The Contractor shall meet the following standards:

25.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

25.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 25.8.

25.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

25.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

25.8.1. The waiver length shall not exceed 180 days.

25.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

25.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

25.8.4. Failure of the Contractor to implement the plan may require:

25.8.4.1. Another plan; or

25.8.4.2. Other remedies, as specified by the Department.

26. Privacy Impact Assessment

26.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

26.1.1. How PII is gathered and stored;

26.1.2. Who will have access to PII;

26.1.3. How PII will be used in the system;

26.1.4. How individual consent will be achieved and revoked; and

26.1.5. Privacy practices.

26.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

27. The Institutional Review Board (IRB)

27.1. The Contractor shall manage the IRB to facilitate IRB review of all research applications in accordance with FDA regulations to make determinations to approve, require modifications in (to secure approval), or disapprove proposals that involve research on individuals with mental illness on behalf of the Department. The Contractor shall ensure the personnel provided include:

27.1.1. One (1) part-time administrator, and

27.1.2. One (1) part-time secretary.

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 2.75% Federal funds, PROHEALTH:NH, as awarded on 8/25/22, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.243, FAIN H79SM080245.
   1.2. 2.08% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 94.94% General funds.
   1.4. .23% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. 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 noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party-payer, the Contractor

will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT C

Program to be Funded	SFY2024 Amount	SFY2025 Amount	TOTALS
Div. for Children Youth and Families (DCYF) Consultation	$ 3,540.00	$ 3,540.00	$ 7,080.00
Rapid Response Crisis Services	$ 1,768,077.00	$ 1,768,077.00	$ 3,536,154.00
Mobile Crisis Apartments Occupancy	$ 143,000.00	$ 143,000.00	$ 286,000.00
Assertive Community Treatment Team (ACT) - Adults	$ 450,000.00	$ 450,000.00	$ 900,000.00
ACT Enhancement Payments	$ 12,500.00	$ 12,500.00	$ 25,000.00
Behavioral Health Services Information System (BHSIS)	$ 10,000.00	$ 5,000.00	$ 15,000.00
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	$ 5,000.00	$ 5,000.00	$ 10,000.00
Rehabilitation for Empowerment, Education and Work (RENEW)	$ 6,000.00	$ 6,000.00	$ 12,000.00
General Training Funding	$ 5,000.00	$ 5,000.00	$ 10,000.00
System Upgrade Funding	$ 15,000.00	$ 15,000.00	$ 30,000.00
Interpreter Services Funding	$ 14,000.00	$ 14,000.00	$ 28,000.00
IRB Funding	$ 63,000.00	$ 63,000.00	$ 126,000.00
Cypress Center Funding	$ 675,000.00	$ 675,000.00	$ 1,350,000.00
System of Care 2.0	$ 5,300.00	$ -	$ 5,300.00
ProHealth NH Grant	$ 183,417.00	$ -	$ 183,417.00
Community Behavioral Health Clinic (Self-Assesment)	$ 94,633.00	$ -	$ 94,633.00
Community Behavioral Health Clinic (Stipends)	$ 43,829.00	$ -	$ 43,829.00
Total	$3,497,296.00	$3,165,117.00	$6,662,413.00

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-2, Budget through Exhibit C-3 Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Crisis Apartments Occupancy: The Contractor shall invoice the Department for the prior month based on the number of beds, the number of days in that month and the daily rate of ***$97.94.*** At the end of each quarter the Department will conduct a review of occupancy rates of crisis apartments. The Department may recoup funding to the actual average occupancy rate for the quarter, in whole or in part, if the occupancy rate, on average, is less than 80%.

7.6. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL REIMBURSEMENT
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	$450,000
	1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment. OR	
	2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures.	
ACT Enhancements		$12,500

7.7. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL REIMBURSEMENT

$2,500	$250/Person X 10 People = $2,500	$5,000

7.9. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

7.10. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.11. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services; Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.12. The Institutional Review Board (IRB): The contractor shall utilize funds to pay for one (1) part-time administrator and one (1) part-time secretary to administer the IRB.

7.13. Cypress Center: Funding to support programming as outlined in Exhibit B, Scope of Services.

7.14. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program	$5,000.00
Indirect Costs (not to exceed 6%)	$300.00
Total	**$5,300.00**

7.15. ProHealth NH: Payment for ProHealth services shall be made monthly throughout the duration of the grant period, which ends September 29, 2023 as follows:

7.15.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of programming as outlined in Exhibit B, Scope of Services, and shall be in accordance with Exhibit C-1, Budget.

7.15.2. The Contractor agrees to keep records of their activities related to Department programs and services.

7.16. Certified Community Behavioral Health Clinic (CCBHC) Planning: Funding to support CCBHC planning efforts and specific staff provisions available as specified in Exhibit B, Scope of Services. Funds are available through March 30, 2024.

7.17. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

8.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

8.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

9. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

9.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

9.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

9.3. Identifies and requests payment for allowable costs incurred in the previous month.

9.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

9.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

9.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street

Concord, NH 03301

10. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

11. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

13.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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

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

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

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

13.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

13.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1-Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	The Mental Health Center of Greater Manchest	
Budget Request for:	Mental Health Services (Prohealth)	
Budget Period	7/1/2023-6/30/2024	
Indirect Cost Rate (if applicable)	0.097897786	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$103,602	$233,220
2. Fringe Benefits	$32,160	$81,627
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$3,500	$2,000
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$0	$0
6. Travel	$500	$1,500
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$6,600	$11,375
8. (c) Other - Other (specify below)	$0	$0
Client Evaluations	$10,500	$12,185
Insurances	$1,000	$2,280
Telecommunications	$5,500	$13,700
Occupancy	$3,700	$15,000
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$167,062	$372,887
Total Indirect Costs	$16,355	$37,288
TOTAL	$183,417	$410,175

Contractor: DS PC

SS-2024-DBH-01-MENTA-07 Date: 5/23/2023

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	The Mental Health Center of Greater Manchest	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2023-6/30/2024	
Indirect Cost Rate (if applicable)	0.099423962	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$1,122,181	$1,760,000
2. Fringe Benefits	$312,872	$535,500
3. Consultants	$20,000	$15,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$10,000	$12,000
5.(a) Supplies - Educational	$1,000	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$39,200	$42,500
5.(e) Supplies Office	$25,000	$39,500
6. Travel	$1,500	$23,000
7. Software	$12,000	$15,000
8. (a) Other - Marketing/ Communications	$3,000	$4,000
8. (b) Other - Education and Training	$0	$0
Mobile Crisis Apartements Occupancy	$143,000	$50,000
Other Professional Fees	$10,000	$17,500
Occupancy & Depreciation	$19,500	$72,500
General & Liability Insurances	$19,000	$5,500
Other (please specify)	$0	$165,000
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$1,738,253	$2,757,000
Total Indirect Costs	$172,824	$275,700
TOTAL	$1,911,077	$3,032,700

Contractor: PL (DS)

Date: 5/23/2023

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	The Mental Health Center of Greater Manchest	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2024-6/30/2025	
Indirect Cost Rate (if applicable)	0.099423962	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$1,032,181	$1,777,600
2. Fringe Benefits	$312,872	$538,305
3. Consultants	$20,000	$15,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$10,000	$15,000
5.(a) Supplies - Educational	$1,000	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$39,200	$42,500
5.(e) Supplies Office	$25,000	$39,500
6. Travel	$15,000	$23,000
7. Software	$12,000	$15,000
8. (a) Other - Marketing/ Communications	$3,000	$4,000
8. (b) Other - Education and Training	$76,500	$165,000
8. (c) Other - Other (specify below)	$0	$0
Other Professional Fees	$10,000	$17,500
Occupancy & Depreciation	$19,500	$50,000
General & Liability Insurance	$19,000	$5,500
Mobile Crisis Apartments Occupancy	$143,000	$75,000
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$1,738,253	$2,782,905
Total Indirect Costs	$172,824	$278,290
TOTAL	$1,911,077	$3,061,195

Contractor: DS PC

Date: 5/23/2023

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 PC (DS)
Date 5/23/2023

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: MHCGM

5/23/2023
Date

DocuSigned by:
Patricia Carty
Name: Patricia Carty
Title: President and CEO

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name: MHCGM

5/23/2023
Date

DocuSigned by:
Patricia Carty
Name: Patricia Carty
Title: President and CEO

DS PC
Vendor Initials
5/23/2023
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Contractor Initials PC (DS)

Date 5/23/2023

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.

Contractor Name: MHCGM

5/23/2023
Date

DocuSigned by:
Patricia Carty
0E88FB13E0F401...
Name: Patricia Carty
Title: President and CEO

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit G

Contractor Initials PC (DS)

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

6/27/14
Rev. 10/21/14

Date 5/23/2023

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

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

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

Contractor Name: MHCGM

5/23/2023
Date

DocuSigned by:
Patricia Carty
0F18AF833E0E4DC...
Name: Patricia Carty
Title: President and 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 Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Contractor Name: MHCGM

5/23/2023
Date

DocuSigned by:
Patricia Carty
Name: Patricia Carty
Title: President and CEO

Contractor Initials PC
Date 5/23/2023

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.

Contractor Initials PC

Date 5/23/2023

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

Contractor Initials PC

Date 5/23/2023

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. PC

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	MHCGM
The State	Name of the Contractor
DocuSigned by: Katja S. Fox	DocuSigned by: Patricia Carty
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Patricia Carty
Name of Authorized Representative	Name of Authorized Representative
Director	President and CEO
Title of Authorized Representative	Title of Authorized Representative
5/24/2023	5/23/2023
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 (UEI #)
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: MHCGM

DocuSigned by:
Patricia Carty
Name: Patricia Carty
Title: President and CEO

5/23/2023
Date

Contractor Initials: PC
Date: 5/23/2023

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 UEI (SAM.gov) number for your entity is: UGX7KNMNHU24

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: _____

Contractor Initials: PC (DS)

Date: 5/23/2023

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor. "End User" means any person or entity (e.g. contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

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

5. "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.

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

7. "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.

8. "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.

9. "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.

10. "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.

11. "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. Omitted.

4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to 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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data 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 Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
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 Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev. 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential 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 Confidential Data where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, 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 Confidential Data.

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 DHHS 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 DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire 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 DHHS.

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 Confidential Data or 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 Confidential 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 Confidential 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, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

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

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, 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

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of The Mental Health Center of Greater Manchester
(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 10/25/2022, 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 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: 5/15/23

Elaine M Michaud
Signature of Elected Officer
Name: Elaine Michaud
Title: Chairperson of the Board of Directors

DocuSign Envelope ID: B9ABDA52-656A-41FA-82FD-55229240ECBD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2023

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

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

PRODUCER	CONTACT NAME: Teri Davis
CGI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032	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: 23-24 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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability $2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2535063	04/01/2023	04/01/2024	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 ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2533906	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/borrowed	$ 1,000,000 $ $ $ $ 1,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			PHUB857095	04/01/2023	04/01/2024	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		ECC6004000298-2022A	09/12/2022	09/12/2023	☒ 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)

Workers Comp 3A State: NH
Supplemental Names Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.
This Certificate is issue for insured operations usual to Mental Health Services.

CERTIFICATE HOLDER	CANCELLATION
State of NH - 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

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

BAKER NEWMAN NOYES

Manchester Mental Health Foundation, Inc. and Affiliates

Audited Consolidated Financial Statements and Supplementary Information

Years Ended June 30, 2022 and 2021

With Independent Auditors' Report

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2022 and 2021

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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

Opinion

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

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

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

Baker Newman & Noyes LLC

Manchester, New Hampshire
November 8, 2022

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

June 30, 2022 and 2021

ASSETS

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

LIABILITIES AND NET ASSETS

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

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

Years Ended June 30, 2022 and 2021

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

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

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2022

	Total Agency	Admin-istration	Total Center Programs	Mental Health Child/ Adolescents	Emer-gency Services	Voca-tional, Services	Non-Eligibles	Multi Service Team	ACT Team	Crisis Unit
Personnel costs:										
Salary and wages	$29,632,593	$ 2,957,479	$26,639,119	$4,617,002	$1,105,984	$ 452,227	$1,230,946	$ 7,392,286	$3,045,411	$4,794,378
Employee benefits	6,997,001	822,261	6,166,881	1,062,906	237,408	106,865	205,470	1,749,177	731,629	1,165,207
Payroll taxes	2,177,129	214,861	1,959,515	342,799	78,381	34,267	92,591	533,142	220,301	358,831
	38,806,723	3,994,601	34,765,515	6,022,707	1,421,773	593,359	1,529,007	9,674,605	3,997,341	6,318,416
Professional fees:										
Client evaluation/services	238,309	76,296	162,013	(3,824)	–	1,027	(1,777)	2,164	2,154	12,683
Audit fees	92,664	8,849	83,815	14,956	–	1,955	5,690	23,676	11,936	18,533
Legal fees	33,101	1,725	31,376	3,065	–	723	1,109	14,066	3,221	3,612
Other professional fees/consultants	173,259	29,225	86,083	10,929	–	1,455	4,074	16,060	8,228	12,899
Staff development and training:										
Journals and publications	17,801	1,413	16,388	1,781	–	181	527	2,292	1,106	1,939
In-service training	(772)	–	(772)	–	–	–	(259)	(495)	–	(18)
Conferences/conventions	117,810	19,494	98,316	8,901	(43)	(2,526)	4,675	16,683	7,639	14,170
Other staff development	287,088	34,349	252,739	21,522	8,305	13,599	2,643	48,853	10,316	130,552
Occupancy costs:										
Rent	6,169	6,169	–	–	–	–	–	–	–	–
Heating costs	14,466	–	9,663	–	–	–	–	–	–	–
Other utilities	366,363	8,392	206,231	146	–	7,148	27	36,781	26,850	88,797
Maintenance and repairs	877,434	23,167	500,118	9,516	75	17,339	5,325	95,409	36,220	230,631
Other occupancy costs	225,386	1,444	43,861	637	–	2,601	375	13,633	5,290	13,140
Rent subsidies	390,003	–	390,003	–	–	–	–	–	–	–
Consumable supplies:										
Office	208,659	61,038	147,584	14,254	338	6,453	6,383	45,993	17,388	30,874
Building/household	52,018	1,082	44,244	13	107	130	5	682	272	41,522
Educational/training	498,602	3,563	495,039	20,620	(3,792)	(377)	10,925	243,820	20,332	157,760
Food	107,631	132	79,149	135	–	–	–	49	4	71,762
Medical	268,439	1,726	266,713	1,323	2,343	188	802	37,684	1,086	75,803
Other consumable supplies	1,117,459	241,584	875,875	149,196	712	22,473	54,522	232,616	113,096	179,650
Depreciation - equipment	322,520	33,742	288,778	47,897	712	9,224	17,227	78,901	37,161	74,184
Depreciation - building	519,083	12,083	224,510	5,806	37	11,504	3,339	63,514	23,253	82,243
Equipment maintenance	37,506	3,166	34,340	4,191	–	828	3,433	7,821	2,988	11,897
Advertising	139,904	16,600	123,304	19,613	–	2,544	8,764	30,914	15,530	25,135
Printing	23,588	9,350	14,238	3,705	–	170	1,524	2,136	539	12,470
Telephone/communication	522,638	39,764	482,874	64,318	3,526	28,911	35,392	159,158	79,564	80,555
Postage and shipping	49,799	29,181	20,618	2,875	–	385	1,094	4,596	2,313	7,850
Transportation:										
Staff	203,871	2,389	201,290	35,188	6,144	11,273	6	35,496	81,674	9,283
Clients	6,018	–	6,018	–	–	–	–	–	–	4,551
Insurance:										
Malpractice and bonding	100,341	9,458	89,575	15,984	–	2,090	6,081	25,303	12,756	19,807
Vehicles	8,997	859	8,138	1,452	–	190	552	2,299	1,158	1,799
Comprehensive property/liability	156,810	14,574	138,036	24,631	–	3,220	9,370	38,992	19,656	30,522
Membership dues	57,184	4,185	47,959	6,702	(39)	876	2,550	10,610	5,348	8,344
Interest expense	253,531	–	–	–	–	–	–	–	–	–
Other expenditures	86,514	2,636	79,501	3,958	(113)	521	1,514	6,282	3,141	5,714
Total expenditures	46,386,916	4,692,236	40,313,132	6,512,097	1,439,373	737,464	1,714,899	10,970,593	4,547,560	7,767,079
Administration allocation	–	(4,705,061)	4,705,061	766,573	164,131	85,673	207,932	1,316,721	530,297	918,097
Total expenses	$46,386,916	$ (12,825)	$45,018,193	$7,278,670	$1,603,504	$823,137	$1,922,831	$12,287,314	$5,077,857	$8,685,176

	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	$ 313,711	$ 777,054	$ 41,918	$2,753,289	$ 114,913		$ –	$ 18,840	$ 17,155	$ –
Employee benefits	80,641	172,929	9,741	634,677	10,231		–	7,859	–	–
Payroll taxes	23,374	58,378	3,161	205,395	8,895		–	2,753	–	–
	417,726	1,008,361	54,820	3,593,361	134,039		–	29,452	17,155	–
Professional fees:										
Client evaluation/services	–	–	24	149,562	–			–	–	–
Audit fees	1,029	3,169	371	2,500	–			–	–	–
Legal fees	3,418	1,593	80	489	–			–	–	–
Other professional fees/consultants	692	2,825	273	28,648	–	39,350	18,601	–	–	–
Staff development and training:										
Journals and publications	95	865	34	7,568	–			–	–	–
In-service training	–	–	–	–	–			–	–	–
Conferences/conventions	235	(114)	810	46,607	1,279			–	–	–
Other staff development	4,822	389	40	11,698	–			–	–	–
Occupancy costs:										
Rent	–	–	–	–	–			–	–	–
Heating costs	–	9,663	–	–	–			–	4,803	–
Other utilities	–	41,711	382	4,489	–	96,051	45,400	–	10,289	–
Maintenance and repairs	277	84,806	957	19,563	–	198,455	93,803	–	61,891	–
Other occupancy costs	262	5,549	139	2,235	–	119,323	56,400	–	4,358	–
Rent/subsidies	–	–	–	–	390,003				–	
Consumable supplies:										
Office	440	9,871	517	14,747	326			37	–	–
Building/household	1	932	7	371	202				6,692	
Educational/training	694	2,515	(174)	42,708	8				–	
Food	–	4,580	–	2,619	–				28,350	
Medical	91	280	34	147,079	–				–	
Other consumable supplies	9,666	30,416	3,484	76,684	4,072				–	
Depreciation - equipment	3,109	11,236	1,554	17,573	–				–	
Depreciation - building	–	30,287	4,319	208	–	179,160	84,683		18,647	
Equipment maintenance	169	1,506	188	1,419	–				–	
Advertising	1,338	4,123	482	14,861	–				–	
Printing	125	80	13	73,476	–				–	
Telephone/communication	1,088	9,184	1,329	19,164	685				–	
Postage and shipping	198	609	72	626	–				–	
Transportation:										
Staff	1,232	1,707		18,856	431				192	
Clients	–	969		498	–				–	
Insurance:										
Malpractice and bonding	1,099	3,388	396	2,671	–				1,308	
Vehicles	100	308	36	244	–				–	
Comprehensive property/liability	1,694	5,219	610	4,122	–				4,200	
Membership dues	461	1,421	4,345	7,341	–				–	5,040
Interest expense	–	–		–	–	251,875			1,656	–
Other expenditures	492	1,708	98	56,186	–	–			841	3,536
Total expenditures	450,553	1,279,156	75,140	4,288,173	531,045	884,214	298,887	29,489	160,382	8,576
Administration allocation	51,635	146,860	9,012	451,657	56,473					
Total expenses	$ 502,188	$1,426,016	$ 84,152	$4,739,830	$ 587,518	$ 884,214	$ 298,887	$ 29,489	$ 160,382	$ 8,576

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2021

	Total Agency	Admin-istration	Total Center Programs	Child/ Adolescents	Emer-gency Services	Voca-tional Services	Non-Eligibles	Multi Service Team	Mental Health ACT Team	Mental Health 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	1,420	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	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	163	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

	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.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2022 and 2021

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

See accompanying notes.

1. Summary of Significant Accounting Policies

Nature of Operations

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

In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the Foundation) became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center. The Foundation had two additional affiliates, MMH Realty Corporation (Realty) and Manchester Mental Health Ventures Corporation (Ventures), both of which were formally dissolved during the year ended June 30, 2021.

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

Basis of Presentation and Principles of Consolidation

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

Use of Estimates

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

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:

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

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

Patient Accounts Receivable

Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. The estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than an allowance for doubtful accounts. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical writeoffs and expected net collections, business and economic conditions, and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections as a primary source of information in estimating the collectability of its accounts receivable. Management believes its regular updates to the implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.

Other Accounts Receivable

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

Property and Equipment and Construction Commitments

Property and equipment are carried at cost if purchased or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years. Maintenance and repairs are charged to expense as incurred. At June 30, 2022, the Organization has outstanding construction commitments totaling approximately $3,226,495 to expand an existing facility. Construction of this facility commenced in June 2022 and is expected to be completed in May 2023. A construction loan has been entered into to finance this project. See note 9.

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.

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.

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

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

Assets Whose Use is Limited or Restricted

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

Investments and Investment Income

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

Investment Return Objectives, Risk Parameters and Strategies

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

Spending Policy for Appropriation of Assets for Expenditure

The Board of Directors of the Foundation determines the method to be used to appropriate endowment funds for expenditure. As a guideline, approximately 5% of the total value of the three year quarterly average of available funds is intended to be distributed annually. The corresponding calculated spending allocations are distributed in an annual installment from the current net total or accumulated net total investment returns for individual endowment funds. In establishing this policy, the Board of Directors considered the expected long term rate of return on its endowment. No amounts were appropriated for expenditure during the year ended June 30, 2022.

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

Retirement Benefits

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employee's contributions are matched by the Center up to 5% of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was $754,330 and $709,932 for the years ended June 30, 2022 and 2021, respectively.

Extended Illness Leave Plan

The Center sponsors an unfunded extended illness leave plan for employees. Employees with at least 10 years of service are eligible to receive a lump sum payout of up to 100% of any accrued unused extended illness leave, based upon years of service at retirement. The Center incurred extended illness leave expenses totaling $64,478 and $45,395 during the years ended June 30, 2022 and 2021, respectively. The Center expects to make employer contributions totaling $112,000 for the fiscal year ending June 30, 2023. Liabilities recognized are based on a third party actuarial analysis.

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

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

Postretirement Health Benefit Plan

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

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The Center recognized a net postretirement health benefit totaling $833 and $3,434 during the years ended June 30, 2022 and 2021, respectively. The Center expects to make employer contributions totaling $12,100 for the fiscal year ending June 30, 2023.

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:

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

Malpractice Loss Contingencies

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

Functional Expense Allocation

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

Recent Accounting Pronouncements

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

1. Summary of Significant Accounting Policies (Continued)

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

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 pandemic has significantly affected employees, patients, systems, communities and business operations, as well as the U.S. economy and certain business segments. In addition, COVID-19 could adversely affect the Organization's financial condition and results of operations if additional restrictions are put in place that limit the Organization's ability to provide in-person services. At the date of these consolidated financial statements, management is unable to quantify the potential effects of this pandemic on future operations.

The Organization believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond control and ability to forecast. Such factors include, but are not limited to, the scope and duration of stay-at-home practices and business closures and restrictions, declines in patient volumes for an indeterminable length of time, increases in the number of uninsured and underinsured patients as a result of higher sustained rates of unemployment, incremental expenses required for supplies and personal protective equipment, and changes in professional and general liability exposure. Because of these and other uncertainties, the Organization cannot estimate the length or severity of the impact of the pandemic on its operations. Decreases in cash flows and results of operations may have an impact on the inputs and assumptions used in significant accounting estimates, including estimated implicit price concessions related to uninsured patient accounts, and professional and general liability reserves.

During the fourth quarter of fiscal 2020, the Organization received $428,451 from the $50 billion general distribution fund from the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act) Provider Relief Fund. These distributions from the Provider Relief Fund are not subject to repayment, provided the Organization is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through June 30, 2020 and 2021, the Organization determined that it did not qualify to retain the funds and has recorded the full amount of the Provider Relief Funds received within accrued payroll, vacation and other accruals on the accompanying 2021 consolidated statements of financial position. The Organization repaid the funds in December 2021.

1. **Summary of Significant Accounting Policies (Continued)**

During 2020 and 2021, the Organization successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period was effective for the period of July 1, 2019 through June 30, 2021, and is thereafter reinstated in the year ended June 30, 2022 with corresponding estimates by management of the ultimate settlements reflected in the June 30, 2022 consolidated financial statements.

Subsequent Events

Events occurring after the consolidated statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated subsequent events through November 8, 2022 which is the date the consolidated financial statements were available to be issued.

2. **Program Service Fees From Third-Party Payors**

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid - The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service and case rates.

Approximately 78% and 77% of program service fee revenue is from participation in the state and managed care organization sponsored Medicaid programs for the years ended June 30, 2022 and 2021, respectively. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

3. **Patient Accounts and Other Receivables**

Patient accounts receivable consists of the following at June 30:

	2022	2021
Due from clients	$ 117,302	$191,284
Managed Medicaid	172,440	226,030
Medicaid receivable	276,112	269,081
Medicare receivable	76,042	71,902
Other insurance	546,026	90,716
	$1,187,922	$849,013

3. Patient Accounts and Other Receivables (Continued)

Other accounts receivable consists of the following at June 30:

	2022	2021
State and federal grants receivable	$1,044,868	$ 903,799
Amounts due from third-party payors	264,062	393,170
Amounts due from other not-for-profit organizations	298,454	327,825
	$1,607,384	$1,624,794

4. Investments and Assets Whose Use is Limited or Restricted

Investments

Investments, stated at fair value, are comprised of the following at June 30:

	2022	2021
Cash and cash equivalents	$1,736,037	$ 21,683
Certificate of deposit	258,632	258,513
Fixed income securities	764,002	777,653
Mutual funds	4,424,204	4,219,468
Marketable alternative investments measured at net asset values	351,623	—
	$7,534,498	$5,277,317

Assets Whose Use is Limited or Restricted

The composition of assets whose use is limited or restricted, stated at fair value, is as follows at June 30:

	2022	2021
Donor restricted:		
Cash and cash equivalents	$115,565	$ 2,118
Fixed income securities	50,858	75,959
Common stock and mutual funds	301,042	412,144
	$467,465	$490,221

4. Investments and Assets Whose Use is Limited or Restricted (Continued)

Interest and dividend income, investment fees and net realized and unrealized gains and losses from assets whose use is limited and investments included in nonoperating revenues and expenses are comprised of the following at June 30:

	2022	2021
Interest and dividend income:		
Without donor restrictions	$ 230,343	$ 125,706
With donor restrictions	9,479	9,359
Investment fees:		
Without donor restrictions	(32,216)	(23,846)
With donor restrictions	(1,326)	(1,776)
Net realized gains:		
Without donor restrictions	62,118	238,539
With donor restrictions	2,556	17,759
Net unrealized gains (losses):		
Without donor restrictions	(1,043,700)	781,369
With donor restrictions	(42,949)	58,171
	$ (815,695)	$ 1,205,281

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

5. **Fair Value Measurements (Continued)**

Level 3 - Unobservable inputs in which there is little or no market data.

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at June 30, 2022 or 2021.

The following is a description of the valuation methodologies used:

Certificate of Deposit and Fixed Income Securities

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency, which are primarily classified as Level 1 within the fair value hierarchy.

Mutual funds

Mutual funds are valued based on the closing net asset value (NAV) of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

Alternative Investments Measured at NAV

The Organization invests in certain alternative investments that may include limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the Organization values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified at net asset value.

5. **Fair Value Measurements (Continued)**

Organization management is responsible for the fair value measurements of alternative investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the consolidated balance sheet dates are reasonable.

The following table presents by level, within the fair value hierarchy, the Foundation investments and assets limited as to use, as of June 30, 2022 and 2021. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

Description	Level 1	Level 2	Level 3	Total
2022				
Cash and cash equivalents	$1,766,104	$ –	$ –	$1,766,104
Certificate of deposit	258,632	–	–	258,632
Fixed income:				
Corporate bonds	777,234	–	–	777,234
U.S. Government bonds	20,000	–	–	20,000
Mutual funds:				
Emerging markets equity	115,660	–	–	115,660
Global bond	102,547	–	–	102,547
Global equity – large cap	84,645	–	–	84,645
Intermediate/long-term high quality U.S.	152,739	–	–	152,739
Large cap foreign equity	427,190	–	–	427,190
Large cap U.S. blend equity	1,327,234	–	–	1,327,234
Large cap U.S. value equity	864,508	–	–	864,508
Market-neutral	126,675	–	–	126,675
Sector	447,238	–	–	447,238
Short-term bond	284,909	–	–	284,909
Small cap U.S. value equity	268,971	–	–	268,971
Strategic income	252,994	–	–	252,994
Tactical	145,326	–	–	145,326
Ultrashort bond	227,734	–	–	227,734
	$7,650,340	$ –	$ –	7,650,340
Marketable alternative investments measured at NAV				351,623
				$8,001,963

5. Fair Value Measurements (Continued)

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

6. Property and Equipment

Property and equipment consisted of the following at June 30:

	2022	2021
Operating properties:		
Land	$ 1,917,370	$ 1,902,002
Buildings and improvements	14,526,184	14,237,690
Furniture and equipment	3,620,258	3,241,401
Construction in process	308,090	–
	20,371,902	19,381,093
Less accumulated depreciation	(8,744,398)	(7,968,036)
	11,627,504	11,413,057
Commercial rental properties:		
Land	233,658	249,026
Buildings and improvements	3,028,816	3,228,030
	3,262,474	3,477,056
Less accumulated depreciation	(380,644)	(315,427)
	2,881,830	3,161,629
	$14,509,334	$14,574,686

6. Property and Equipment (Continued)

Depreciation expense for the year ended June 30, 2022 was $841,603 of which $756,920 is reflected in operations and $84,683 is reflected in nonoperating activity related to rental properties. Depreciation expense for the year ended June 30, 2021 was $757,841 of which $667,589 is reflected in operations and $90,252 is reflected in nonoperating activity related to rental properties.

7. Deferred Revenue

Deferred revenue consisted of the following at June 30:

	2022	2021
TUFTS Senior Grant	$ 55,304	$ 55,000
Miscellaneous deferred revenue	604	13,785
Pearl Manor Seniors Initiative Grant	–	12,722
People With Disabilities First Aid Grant	–	9,650
YEP grant funds	26,165	–
	$ 82,073	$ 91,157

8. Line of Credit

As of June 30, 2022 and 2021, the Center had available a line of credit with a bank providing for maximum borrowings of $2,500,000. There were no borrowings outstanding at June 30, 2022 and 2021. The line is secured by all business assets of the Center and was not utilized as of June 30, 2022. These funds are available with interest charged at TD Bank, N.A. base rate (3.25% as of June 30, 2022). The line of credit is due on demand and is set to expire on April 30, 2024.

9. Long-Term Debt

On April 20, 2020, the Organization entered into a promissory note for an unsecured loan in the amount of $4,390,000 through the Paycheck Protection Program (PPP) established by the CARES Act and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses of the qualifying organization. The loan and accrued interest had original terms that were forgivable as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels for an eight-week period or a 24-week covered period, as defined. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the covered period. Certain modifications to PPP loan terms were signed into law in June 2020 and October 2020 that changed the forgiveness, covered period, deferral period and forgiveness periods. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19 and the resulting detrimental impact on the Organization's operations. The loan bore interest at 1.0%, with principal and interest payments deferred until the date the SBA remits forgiveness to the lender or ten months following the end of the covered period. After that, the loan and interest would be paid back over a period of two years, if the loan is not forgiven under the terms of the PPP.

9. **Long-Term Debt (Continued)**

On August 2, 2021, the Organization received approval for full forgiveness from the SBA. Upon receiving full forgiveness during the year ended June 30, 2022, the Organization recorded a gain on extinguishment of long-term debt for the full $4,390,000 and forgiven accrued interest of $52,424 for a total amount recognized of $4,442,424.

On May 25, 2022, the Organization entered into a promissory note with the New Hampshire Housing Finance Authority (NHHFA). NHHFA provides for construction advances and will provide up to $1,500,000 interest free for the use of construction and renovations of 323 Manchester Street in the City of Manchester, New Hampshire. If the Organization remains compliant with the note's requirements, the note will be extinguished in full after a term of thirty years. As of June 30, 2022, $17,253 of the loan has been drawn against incurred construction costs to date.

Long-term debt consisted of the following at June 30:

	2022	2021
Bond payable to a bank, due July 2027, with interest only payments at 3.06% through February 2026. Fixed principal payments commence March 2026. Secured by specific real estate	$5,760,000	$ 5,760,000
Note payable to a bank, due March 2026, monthly principal payments of $23,433, plus interest at a 4.4% interest rate per annum. Secured by specific real estate	937,289	1,170,293
Note payable to a bank, due July 2025, monthly principal and interest payments of $1,221 at a 3.27% interest rate. Secured by specific real estate	42,959	55,960
Promissory note payable to NHHFA for construction and renovations; no monthly principal or interest payments	17,253	–
PPP loan	–	4,390,000
	6,757,501	11,376,253
Less current portion	(246,442)	(219,207)
Less unamortized debt issuance costs	(53,176)	(63,637)
	$6,457,883	$11,093,409

In connection with the line of credit, note payable and bond payable agreements, the Center is required to comply with certain restrictive financial covenants including, but not limited to, debt service coverage and days cash on hand ratios. At June 30, 2022, the Organization was in compliance with these restrictive covenants.

Aggregate principal payments on long-term debt due within the next five years and thereafter are as follows:

Year ending June 30:	
2023	$ 246,442
2024	246,892
2025	247,362
2026	314,484
2027	292,857
Thereafter	5,409,464
	$6,757,501

9. Long-Term Debt (Continued)

Interest expense for the years ending June 30, 2022 and 2021 was $253,531 and $373,498, respectively. In accordance with ASU 2015-03, the amortization of debt issuance costs of $10,461 is reflected in interest expense at June 30, 2022 and 2021. The remaining balance of $243,070 and $363,037, respectively, is interest related to the above debt for the years ended June 30, 2022 and 2021, respectively.

10. Lease Obligations

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under noncancelable operating leases with terms of one year or more as of June 30, 2022 are as follows:

2023	$40,187
2024	10,508
2025	1,255
	$51,950

Rent expense incurred by the Center was $93,751 and $116,031 for the years ended June 30, 2022 and 2021, respectively.

11. Leases in Financial Statements of Lessors

In July 2017, the Center acquired an office building it previously partially leased located at 2 Wall Street in Manchester, New Hampshire. The Center leases the real estate it does not occupy to nonrelated third parties. Aggregate future minimum lease payments to be received from tenants under noncancelable operating leases with terms of one year or more as of June 30, 2022 are as follows:

2023	$ 403,574
2024	313,872
2025	194,205
2026	141,626
2027	41,010
	$1,094,287

Rental revenue related to these noncancelable operating leases was $397,385 and $402,911 for the years ended June 30, 2022 and 2021, respectively.

12. Concentrations of Credit Risk

The Center grants credit without collateral to its clients, most who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors is as follows at June 30:

	2022	2021
Due from clients	38%	39%
Managed Medicaid	11	10
Medicaid receivable	12	10
Medicare receivable	4	4
Other insurance	35	37
	100%	100%

13. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30:

	2022	2021
Purpose restriction:		
Educational scholarships and program related activities	$235,168	$257,924
Perpetual in nature:		
Investments to be held in perpetuity, the income from which is restricted to support educational scholarships and program related activities	232,297	232,297
	$467,465	$490,221

14. Liquidity and Availability

Financial assets available for general expenditure within one year of the statement of financial position date, consist of the following at June 30, 2022:

Financial assets at year end:	
Cash and cash equivalents	$10,840,998
Patient accounts receivable	1,187,922
Other accounts receivable	1,607,384
Investments	7,534,498
Financial assets available to meet general expenditures within one year	$21,170,802

The Foundation receives contributions restricted by donors, and considers contributions restricted for programs which are ongoing, major and central to its annual operations to be available to meet cash needs for general expenditures.

Supplementary Information

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2022

ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current assets:					
Cash and cash equivalents	$10,743,578	$ 46,235	$ 44,849	$ 6,336	$10,840,998
Restricted cash	4,059	–	133,421	–	137,480
Patient accounts receivable	1,187,922	–	–	–	1,187,922
Other accounts receivable	1,606,473	(35)	946	–	1,607,384
Due from affiliate	194,390	–	–	(194,390)	–
Investments – short-term	258,632	–	–	–	258,632
Prepaid expenses	302,767	–	1,304	–	304,071
Total current assets	14,297,821	46,200	180,520	(188,054)	14,336,487
Investments – long-term	10,000	7,265,866	–	–	7,275,866
Assets whose use is limited or restricted		467,465	–		467,465
Property and equipment, net of accumulated depreciation	14,365,512	–	143,822	–	14,509,334
Total assets	$28,673,333	$7,779,531	$324,342	$(188,054)	$36,589,152

LIABILITIES AND NET ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current liabilities:					
Accounts payable	$ 332,399	$ –	$ 2,097	$ –	$ 334,496
Accrued payroll, vacation and other accruals	3,252,015	710	2,586	–	3,255,311
Deferred revenue	82,073	–	–	–	82,073
Due to affiliate	–	188,054	–	(188,054)	–
Current portion of long-term debt	231,427	–	15,015	–	246,442
Amounts held for patients and other deposits	19,344	–	2,227	–	21,571
Total current liabilities	3,917,258	188,764	21,925	(188,054)	3,939,893
Extended illness leave, long term	446,234	–	–	–	446,234
Post-retirement benefit obligation	63,525	–	–	–	63,525
Long-term debt, less current maturities and unamortized debt issuance costs	6,429,939	–	27,944	–	6,457,883
Total liabilities	10,856,956	188,764	49,869	(188,054)	10,907,535
Net assets:					
Without donor restrictions	17,816,377	7,123,302	274,473	–	25,214,152
With donor restrictions	–	467,465	–	–	467,465
Total net assets	17,816,377	7,590,767	274,473	–	25,681,617
Total liabilities and net assets	$28,673,333	$7,779,531	$324,342	$(188,054)	$36,589,152

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2022

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Revenues and other support:					
Program service fees	$30,930,838	$ –	$ –	$ –	$30,930,838
Fees and grants from government agencies	9,655,292	–	–	–	9,655,292
Program rental income	133,413	–	–	184,543	317,956
Interest income	37,024	–	–	–	37,024
Other income	6,066,511	–	–	23	6,066,534
Total revenues and other support	46,823,078	–	–	184,566	47,007,644
Operating expenses:					
Program services:					
Children and adolescents	6,508,139	–	–	–	6,508,139
Emergency services	1,439,486	–	–	–	1,439,486
Vocational services	736,943	–	–	–	736,943
Noneligibles	1,713,385	–	–	–	1,713,385
Multiservice team	10,964,311	–	–	–	10,964,311
ACT team	4,544,419	–	–	–	4,544,419
Crisis unit	7,761,365	–	–	–	7,761,365
Community residences and support living	1,727,509	–	–	–	1,727,509
HUD residences	–	–	–	160,369	160,369
Housing bridge program	531,045	–	–	–	531,045
Other	4,363,313	–	–	–	4,363,313
Total program services	40,289,915	–	–	160,369	40,450,284
Support services:					
Management and general	4,692,236	–	–	29,489	4,721,725
Operating property	633,221	–	–	–	633,221
Interest expense	251,875	–	–	1,656	253,531
Total operating expenses	45,867,247	–	–	191,514	46,058,761
Income (loss) from operations	955,831	–	–	(6,948)	948,883

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2022

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Income (loss) from operations	$ 955,831	$ –	$ –	$ (6,948)	$ 948,883
Nonoperating revenue (expenses):					
PPP loan forgiveness	4,442,424	–	–	–	4,442,424
Commercial rental income	397,385	–	–	–	397,385
Rental property expense	(299,300)	–	–	–	(299,300)
Contributions	313,765	20,312	11,707	–	345,784
Net investment gain	–	(783,455)	(32,240)	–	(815,695)
Dues	–	(5,040)	–	–	(5,040)
Donations to charitable organizations	–	–	(2,223)	–	(2,223)
Miscellaneous expenses	–	(21,592)	–	–	(21,592)
Nonoperating revenue (expenses), net	4,854,274	(789,775)	(22,756)	–	4,041,743
Excess (deficiency) of revenues over expenses	5,810,105	(789,775)	(22,756)	(6,948)	4,990,626
Net transfer (to) from affiliate	(2,030,000)	2,030,000	–	–	–
Increase (decrease) in net assets	3,780,105	1,240,225	(22,756)	(6,948)	4,990,626
Net assets at beginning of year	14,036,272	5,883,077	490,221	281,421	20,690,991
Net assets at end of year	$17,816,377	$7,123,302	$467,465	$274,473	$25,681,617

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2022

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2022	$566,631	$3,351,215	$(3,534,004)	$383,842

Analysis of receipts:	Amount
Date of receipt/deposit:	
July 23, 2021	$ 58,209
July 26, 2021	139,634
August 23, 2021	88,604
August 30, 2021	140,269
September 27, 2021	139,908
October 6, 2021	102,644
October 27, 2021	159,717
December 1, 2021	102,644
December 9, 2021	414,178
January 6, 2022	103,268
January 26, 2022	885
January 31, 2022	169,077
February 9, 2022	102,644
February 28, 2022	885
March 3, 2022	20,651
March 10, 2022	102,644
March 15, 2022	18,696
March 16, 2022	17,010
March 23, 2022	568,813
March 28, 2022	123,354
April 22, 2022	337,760
April 22, 2022	117,137
May 4, 2022	17,022
May 11, 2022	102,644
May 26, 2022	25,377
June 3, 2022	243,520
June 21, 2022	100,005
June 22, 2022	16,805
	$3,534,004

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2022

	Total Agency	Administration	Total Center Programs	Child and Adolescents	Emergency Services	Vocational Services	Non-Eligibles	Mental Health Multi-Service Team
Program service fees:								
Net client fees	$ 160,570	$ –	$ 160,570	(13,067)	46,009	(5,002)	(18,775)	(77,558)
HMO's	2,030,013	–	2,030,013	443,519	184,737	–	438,800	542,624
Blue Cross/Blue Shield	2,486,717	–	2,486,717	525,237	205,955	–	512,628	590,686
Medicaid	23,994,024	–	23,994,024	8,178,378	547,883	427,663	286,336	7,800,737
Medicare	1,140,791	–	1,140,791	1,064	14,016	(2)	198,526	815,675
Other insurance	1,107,993	–	1,107,993	257,717	70,697	(1,675)	223,349	501,863
Other program fees	10,730	–	10,730	156	3,480	–	1,442	1,592
	30,930,838	–	30,930,838	9,393,004	1,072,777	420,984	1,642,306	10,175,619
Local and county government:								
Division for Children, youth and families	8,790	–	8,790	8,790	–	–	–	–
Donations/contributions	340,048	–	340,048	–	–	–	–	25,000
Federal funding path	43,728	–	43,728	–	–	–	–	–
Rental income	317,956	–	133,413	–	–	–	–	–
Interest income	37,024	–	37,024	–	–	–	–	–
BBH:								
Bureau of Behavioral Health	3,351,215	–	3,351,215	12,926	–	123,158	1,695	6,788
Other revenues	11,978,045	8,500	11,969,522	1,856,119	944,537	147,919	110,937	1,482,211
	16,076,806	8,500	15,883,740	1,877,835	944,537	171,077	112,632	1,513,999
Total program revenues	$47,007,644	$ 8,500	$46,814,578	$11,270,839	$ 2,017,314	$ 592,061	$ 1,754,938	$11,689,618

	Center							
	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Amoskeag
Program service fees:								
Net client fees	$ 76,882	$ 42,974	$ (703)	$ (948)	$ –	$ 110,758	$ –	$ –
HMO's	15,449	396,169	–	–	–	8,715	–	–
Blue Cross/Blue Shield	42,706	610,940	–	–	–	(1,435)	–	–
Medicaid	2,860,965	2,713,620	661,979	466,321	1,382	48,760	–	–
Medicare	108,949	908	(4)	–	–	1,659	–	–
Other insurance	(56,720)	105,391	–	(667)	–	8,038	–	–
Other program fees	(171)	4,182	–	49	–	–	–	–
	3,048,060	3,874,184	661,272	464,755	1,382	176,495	–	–
Local and county government:								
Division for Children, youth and families	–					–		–
Donations/contributions	–					315,048		–
Federal funding path	–					43,728		–
Rental income	–	1,911	–	119,701		11,801		184,543
Interest income	–		–			37,024		–
BBH:								
Bureau of Behavioral Health	526,418	2,591,905	295	1,915	57,885	129,230		–
Other revenues	966,756	680,902	35,865	270,113	–	5,136,559	337,604	23
	1,493,174	3,274,718	36,160	390,729	57,885	5,673,390	337,604	184,566
Total program revenues	$ 4,541,234	$ 7,148,902	$ 697,432	$ 855,484	$ 59,267	$ 5,849,885	$ 337,604	$ 184,566

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

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

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
Fees and grants from government agencies	6,388,792	–	–	–	6,388,792
Program rental income	136,340	–	–	201,656	337,996
Interest income	25,328	–	–	–	25,328
Other income	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

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 gain (loss)	–	1,121,768	83,513	–	1,205,281
Dues	–	(5,040)	–	–	(5,040)
Donations to charitable organizations	–	–	(41,957)	–	(41,957)
Miscellaneous expenses	–	(3,536)	–	–	(3,536)
Nonoperating revenue, net	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

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

Analysis of receipts:	Amount
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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2021

	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	$ (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

	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

MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
BOARD OF DIRECTORS
2022 - 2023

Elaine Michaud, *Board Chair*; Supervisor, Neighborhood & Family Health, Manchester Health Department
Board Term: 3 years, May 2021 through September 2024

Michael Reed, *Board Vice Chair*; Stebbins Commercial Properties, LLC
Board Term: 6 years, October 2019 through September 2025

Brent Kiley, *Board Treasurer*; Managing Director, Rise Private Wealth Management
Board Term: 6 years, October 2017 through September 2023

Philip Alexakos, *Board Secretary*; Chief Operations Officer, Manchester Health Department
Board Term: 6 years, October 2021 through September 2027

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

Lt. Derek Cataldo, Legal and Professional Standards Division, Manchester NH Police Dept.
Board Term: 6 years, November 2021 through September 2027

Stacy Champey, Multi-Tiered System of Support District Coach, Manchester School District
Board Term: 6 years, June 2022 through October 2028

Jeff Eisenberg, President, EVR Advertising
Board Term: 6 years, October 2018 through September 2024

Desneiges French, Senior Accountant, Wipfli
Board Term: 6 years, October 2019 through September 2025

Beth Gutoff, Compliance and Privacy Officer, Elliot Health System
Board Term: 6 years, October 2021 through September 2027

David Harrington, Human Resources Consultant, Insource Services Inc.
Board Term: 6 years, October 2017 through September 2023

MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
BOARD OF DIRECTORS
2022 - 2023

Dr. Joohahn Kim, Associate Medical Director, Dartmouth Hitchcock Community Group Practices, Adult Primary Care & Urgent Care
Board Term: 6 Years, October 2022 through October 2028

Kibar Moussoba, Senior Program Manager, Employee Engagement – Talent Engagement & Inclusion, Southern New Hampshire University
Board Term: 6 Years, October 2022 through October 2028

Connie Roy-Czyzowski, Retired, Former VP of Human Resources at Delta Dental
Board Term: 6 Years, October 2022 through October 2028

Leo Simard, Senior Vice President, Director of Retail Sales & Member Experience, St. Mary's Bank
Board Term: 6 Years, October 2022 through October 2028

William Stone, President and CEO, Primary Bank
Board Term: 6 years, May 2020 through September 2026

Dr. Andrew Watt, Chief Information Officer, Catholic Medical Center
Board Term: 6 Years, June 2022 through October 2028

PATRICIA CARTY, MS, CCBT

President and CEO

Directs agency activities in collaboration with members of Senior Leadership Team and actively analyzes information in order to develop strategic short- and long-range goals and objectives. Facilitates meetings with the Board of Directors and contributes to Board effort in governing The Center. Advises of opportunities and trends within the environment that The Center operates, as well as analyzing the strengths and weaknesses of Center programs and personnel. Delegates, Coordinates, and Monitors activities, resources, costs and results. Understands and incorporates The Center's Mission, Vision and Guiding Values and Principles in all areas of performance. Positively exchanges information and represents The Center to all constituent groups; including regulatory agencies, media, general public, staff, consumers and families. Ensures fiscal integrity of the organization by monitoring budgets, investments, resources and agency assets. Works with the Bureau of Behavioral Health, NH Community Behavioral Health Association and others in state government to advocate for the needs of the individual and families served by MHCGM to secure adequate funding.

EDUCATION

MS	Springfield College, Manchester Community/Psychology	1994
BA	University of Vermont Psychology	1985

EXPERIENCE

The Mental Health Center of Greater Manchester — Manchester, NH

4/2022-present	President and CEO
7/2015- 4/2022	Executive Vice President/Chief Operating Officer
2000 – 7/2015	Director of Community Support Services
1996 – 2000	Assistant Director of Community Support Services
1990 – 1996	Assistant Coordinator, Restorative Partial Hospital
1987 – 1990	Counselor, Restorative Partial Hospital
1986 – 1987	Residential Specialist

PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES, CERTIFICATIONS, BOARDS AND AWARDS

- 6/2022 - present Community Behavioral Health Association-Treasurer, Executive Committee
- 1/2021 - present, NH Fiscal Policy Institute-Board Member
- 2019 Outstanding Woman in Business Award Recipient-NH Business Review
- National Association of Cognitive Behavioral Therapists
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- 1998 Recipient of the Mental Illness Administrator of the Year Award by the National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire MHCGM-DBT treatment program

PATRICIA CARTY, MS, CCBT
President and CEO

PUBLICATIONS

The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. Community Mental Health Journal, Vol. 43, No. 3, June 2007.

Co-authored Chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality. Edited by Sederer & Dickey, 2001.

Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. Psychology Assessment. 2001. Vol. 13, No. 1, 110-117.

HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.

Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. Journal of Consulting and Clinical Psychology. 1998. Vol. 49, No. 10, 1338-1340.

Integrating Dialectical Behavior Therapy into a Community Mental Health Program. Psychiatric Services. October 1998. Vol. 49, No. 10, 1338-1340.

Jonathan Routhier

Overview of Qualifications

- Twenty-eight years of progressive clinical and administrative leadership in behavioral health care and developmental disability services organizations.
- Results-oriented experience as a program and financial manager in both start-up and mature organizations
- Exceptional communication, analytical and facilitation skills
- Integrated knowledge of financial, program and administrative operations
- A fun, creative and team-oriented work ethic

Work Experience

Executive Vice President and Chief Operating Officer, The Mental Health Center of Greater Manchester, Manchester, NH (January 2022-present)

- Responsible for integrating the strategic plan through the clinical services programs
- Provide management oversight for the development of high quality, cost-effective programs
- Address operational problems in a manner that optimizes patient well-being
- Analyze clinical, financial and legal data
- Maintain clinical knowledge to redesign innovative systems and develop new models of care.

Executive Director, Community Support Network, Inc. (CSNI)
Concord, NH (August 2016-January 2022)

- Responsible for leadership of all operations, strategic planning and execution for statewide association of Area Agencies
- Responsible for budget development and management, human resources management and vendor contracts
- Report monthly to Board of Directors on all aspects of CSNI operations
- Develop and sustain productive working relationships with state government entities including Governor, Legislature and Department of Health and Human Services
- Work closely with contracted lobbyist to plan and execute legislative strategy
- Develop new program offerings to benefit membership

- Collaborate with provider agencies, vendors and other associations and groups to support the mission of CSNI.
- Member and current Vice Chair of the Medical Care Advisory Committee, providing stakeholder input to the Director of Medicaid for the State of New Hampshire

Chief Operating Officer, WestBridge, Inc., Manchester, NH (January 2008-January 2014).

- Provided ongoing clinical consultation and supervision to Assertive Community Treatment teams and Residential Program teams.
- Provided leadership to quality improvement department
- Led efforts resulting in three-year accreditation by the Council on Accreditation of Rehabilitation Facilities.
- Developed and implemented outcome measurement system in collaboration with Dartmouth Psychiatric Research Center
- Implemented Electronic Medical Record system
- Direct liaison to corporate counsel, auditors, and accrediting body
- Directed the implementation of customer relationship management system (Salesforce)

Chief Financial Officer, WestBridge, Inc, Manchester, NH (April 2002-June 2016).

- Supervised team of finance staff
- Directly responsible for providing financial information to Board of Directors
- Provided financial leadership in start-up organization
- Developed budgets, data input and reporting processes, and accounting procedures consistent with FASB requirements for non-profit organizations
- Provided fiscal, managerial, and operational leadership to program directors and team leaders.
- Shared responsibility for development and achievement of strategic goals
- Oversaw and coordinated all real estate transactions
- Ensured appropriate loss protection exists for organization
- Oversaw marketing and business development efforts
- Oversaw human resources administration

Director of Contracts and Reimbursement, The Mental Health Center of Greater Manchester, Manchester, NH (December 2000-April 2002).

- Oversaw all financial intake, billing, reimbursement and accounts receivable functions for 19 million dollar budget agency
- Member of Senior Leadership Team; reporting directly to CEO
- Negotiated reimbursement rates with third party payors
- Completed and monitored all contracts with managed care organizations

- Presented monthly reports to Board of Directors
- Wrote and implemented new financial policies to enhance agency's financial performance
- Chaired Ethics Committee

Director of Quality and Utilization Management, The Mental Health Center of Greater Manchester (April 1997-December 2000).

- Facilitated budget planning process and led efforts in cost control
- Developed and implemented agency performance measurement system
- Led efforts to ensure re-accreditation by the Joint Commission on Accreditation of Healthcare Organizations
- Directed several quality improvement teams
- Trained and oriented staff at all levels in quality improvement methods
- Co-led efforts resulting in the 2000 Granite State Quality Commitment Award
- Assisted with conversion to new information system by designing and charting new work flows
- Oversaw the implementation of systems to determine appropriate leveling of care and monitoring of service utilization to maximize clinical resources and maintain compliance with state eligibility criteria.
- Conducted utilization reviews for acute psychiatric residential treatment program to ensure appropriate length of stay, discharge planning and coordination of care.

Director of Gemini House, The Mental Health Center of Greater Manchester (May 1995-April 1997).

- Conducted all initial assessments of clients referred to this residential program for adults with co-occurring disorders
- Directed staff of twelve professionals and paraprofessionals
- Responsible for hiring, training, evaluation, supervision and termination of staff; building maintenance and security; compliance with federal, state and local regulations.
- Provided consultation to international visitors
- Created brochures and other marketing materials highlighting the success of the program

Clinical Case Manager, The Mental Health Center of Greater Manchester (May 1993-May 1995).

- Directed interdisciplinary treatment for adults with severe mental illness and addiction disorders
- Provided individual, group and family psychotherapy; after-hours crisis intervention
- Helped clients access community resources, jobs, medical care, benefits and other necessities
- Assisted with ongoing research efforts

Education

Master of Business Administration, Franklin Pierce College, Concord, NH (2002).

Master of Social Work, Boston University, Boston, MA (1993).

Bachelor of Arts in Psychology, University of New Hampshire, Durham, NH (1991).

Volunteer Experience

NH Fiscal Policy Institute, Concord, NH (2018-present). Serve as Treasurer and member of the board of directors.

National Alliance on Mental Illness New Hampshire, Concord, NH (2007-2013). Served as member of Board of Directors for two consecutive terms. Served as NAMI Walks Chairperson 2007-2010, Vice President 2011-2012 and President 2012-2013.

Friends of Recovery New Hampshire, Manchester, NH (2003-2006). Served as Treasurer and member of Board of Directors.

Manchester Community Resource Center, Manchester, NH (2002-2006). Served as Treasurer and member of Board of Directors.

Youth sports coach, 2006-2017. Coached baseball, basketball, football and lacrosse for ages 5-13 in Goffstown, Dunbarton and Bow.

References available upon request.

PAUL J. MICHAUD
MSB, BS

Seasoned professional with 30 years of financial management, reporting, and leadership experience; inclusive of general ledger oversight & reconciliations, month-end close, payroll, A/P, A/R, budgeting / forecasting, variance analysis, product costing, revenue cycle management, revenue enhancement, treasury / cash-flow forecasting, environmental & operational analysis, staff supervision, H/R, workers comp. and insurance / risk administration, regulatory and statutory reporting, external audits, strategic planning, policy development, grants / funding management, technology implementation, EMR, compliance, and security.

LEADERSIP POSITIONS

Chief Financial Officer The Mental Health Center Of Greater Manchester (NH) 2011 to present

Controller Associated Home Care, Inc. Beverly, MA 2009 to 2011

Chief Financial Officer Seacoast VNA; North Hampton, NH 1998 to 2009

Manager, Public Accounting Berry, Dunn, McNeil & Parker, CPA 1996 to 1998

Director, Budget & Cost / Controller BCBS of Maine, So. Portland, ME 1993 to1996

Key Accountabilities: Oversight of all accounting, financial reporting, transaction processing, budgets / forecasts, A/R, A/P, G/L, payroll, I/T, product costing, profitability analysis, and vendor contracting. Regular collaboration with Senior Management Team, Finance Committees, Board of Directors, external auditors, and federal / state regulators. Other responsibilities include: revenue cycle & cash flow management, analysis and resolution of forecast variances; management of billing, A/R and collections, banking, investor, lender relationships, new business development, staff recruitment, supervision, training, benefits / retirement plans administration , cost accounting, operational analyses, systems integration, development and maintenance of accounting and management information systems. Duties also include assessing risk exposure & insurance coverage, M & A evaluations and due diligence, grant applications, and preparation of corporate income tax schedules and support (Forms 990 and 1120)

Significant Accomplishments – Post-Acute Healthcarefacilities:

Key member of EMR implementation team (billing, A/R, Accounting, registration functions)
Financial oversight during period of 100% revenue growth
Financial oversight during period of national Top 500 Agency Status
Financial oversight during period of 300% reduction in Days in A/R
One-year oversight – due diligence process – Merger with $50 million entity

Audit / Consulting Manager

Berry, Dunn, McNeil & Parker, CPA's & Management Consultants 1996 to 1998

Provided consultation and advisory services to hospitals , nursing homes, ALF's, and other healthcare facilities (acute & post-acute) in areas of reimbursement, financial planning and reporting and systems evaluations and integration. Coordinated and supervised audit engagements, regulatory report preparation, feasibility studies, due diligence, financial forecasts and projections, and operational and compliance reviews. Assisted clients with regulatory, licensing and certifications.

Budget Director, Finance Division, Budget & Cost Department
Blue Cross & Blue Shield of Maine So. Portland, ME 1993 through 1996
Directed corporate administrative budgeting and forecasting process for Maine's largest managed care organization. Determined, distributed, analyzed, and forecast annual operating expenses in excess of $70 million. Oversight responsibilities of administrative expense reimbursement for all federal and state contracts. Supervised professional and administrative staff. A/P, Payroll, G/L, financial & budget variance reporting & analysis. Interim appointment as VP of Finance.

Significant Accomplishments:
Reorganized corporate budgeting and costing process, converting to electronic format while enhancing routine communications with department heads and improving variance reporting..
Restructured payroll and A/P functions resulting in operational and economic efficiencies.
Collaborated with senior management in major corporate reorganization to streamline operations and reduce administrative costs. Reduced administrative budget in excess of 25%.
Appointed to corporate job evaluation and compensation committee.

Audit Manager, Medicare Fiscal Intermediary
Blue Cross & Blue Shield of Maine So. Portland, ME 1985 through 1993

Oversight responsibilities for Medicare cost report audit and reimbursement functions for hospital complexes, home health care agencies, skilled nursing facilities, and other healthcare providers. Interpreted and applied federal program laws, regulations and cost reporting instructions. Interacted with provider officers and external consultants, CPA's and federal program officials. Staff supervision.

Accomplishments:
Planned, organized and implemented New England Regional Home Health Agency audit department in 1986, inclusive of development of audit programs and policies, fraud and abuse detection programs, staff recruitment and training, and all related administrative and management functions.
Administered annual audit and provider service functions resulting in HCFA recognition of Blue Cross & Blue Shield of Maine as one of the leading and most cost efficient audit intermediaries in the entire country based upon federal performance and quality standards. (1989 through 1995)

Staff Auditor – Public Accounting
Planned and conducted audit examinations and prepared financial statements and tax returns for clients within the retail, financial services, healthcare and manufacturing industries.

Arthur Young & Company, Portland, Maine 1982 through 1983

EDUCATIONAL EXPERIENCE

Husson College, Bangor, Maine
Masters of Science in Business Administration (MSB – Accounting Concentration) 1990
Husson College, Bangor, Maine
Bachelor of Science in Accounting (BSA) 1980

TECHNICAL PROFICIENCIES

Microsoft Office Products – Excel, Word, Powerpoint, database management tools
Various accounting & patient billing programs *(Quantum, myAvatar, QuickBooks, MAS 90, MISYS, HAS, CERNER)*

LISA A. DESCHENEAU

EDUCATION

- Master of Business Administration, May 2006
  Southern New Hampshire University
- Bachelor of Science – Human Resources Management, May 1997
  Southern New Hampshire University

PROFESSIONAL EXPERIENCE

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER — **Manchester, NH**
Vice President of Human Resources & Administration — **2015 – Present**

- Serve as a member of the senior leadership team responsible for the daily functions of the Human Resources Department and Administrative support teams.

Director of Human Resources — **1998 – 2015**

- Responsible for policy development and leadership in all areas of Human Resources including: compensation, benefits, performance management, and regulatory compliance.
- Responsible for strategic retention planning to evaluate staffing needs and opportunities for retaining professional staff.
- Monitored, evaluated and impacted the work environment assuring an atmosphere that promoted safe, efficient and effective job performance, quality services provision and professional ethical practice.
- Responsible for external credentialing of service providers on payor panels and major hospitals.

ST. PAUL'S SCHOOL — **Concord, NH**
Human Resources Generalist — **1990 – 1998**

- Administer benefit program encompassing medical, life, retirement, 403 (b), Section 125, workers' compensation, and flexible spending account.
- Responsible for employee relations to include counseling for career development, benefits, job performance, conflicts and terminations.
- Responsible for the recruitment of prospective employees by screening resumes, interviewing applicants, and extending offers of employment.
- Developed work experience program to aid recently trained welfare recipients to gain viable work experience to assist in the search for full-time employment.
- Developed successful workers' compensation return-to-work program which resulted in overall savings and reduced annual accidents/claims.
- Compiled census data for eleven other independent schools to form ISANNE Group Trust. This data was used to obtain competitive rates for group insurances such as medical, life, and disability.

LORAL MICROWAVE – FSI — **Chelmsford, MA**
Human Resources Generalist — **1987 – 1990**

- Responsible for all recruitment, screening, interviewing and hiring of employees.
- Consulted with employees on company benefits.
- Developed the Company's Federal Government Contract Compliance Manager/employee Training Program.
- Maintained the Company's Equal Employment Opportunity/Affirmative Action Program.
- Developed an extensive LOTUS 1-2-3 computer program to automatically calculate the annual merit increases for all employees.

PROFESSIONAL ORGANIZATIONS

New Hampshire Employment Security Advisory Council on Unemployment Compensation

- Appointed by Governor Christopher Sununu to the Advisory Council as a member representing NH Businesses – April 2023 - Present

Granite State Human Resources Conference (GSHRC)

- 2009-2015 – Finance Chair
- 2008-2009 – Co-President
- 2007-2008 – Vice President
- 2006-2007 – Program Co-Chair
- 2005-2006 – Program Committee

Manchester Human Resources Association (MAHRA)

- 2012-2013 - Treasurer
- 2011-2012 – Treasurer Elect
- 2010-2011 – Vice President Member Service
- 2009-2010 – Member Services Elect
- 2007-2009 - Treasurer
- 2006-2007 – Treasurer Elect

Granite United Way – Community Review Team Member

- Health Impact Area – January 2012 - 2015
- Housing & Economic Self-Sufficiency Impact Area – January 2011

NH Health Professional Opportunity Project

- Business Advisory Council – January 2012 – December 2014

New Hampshire Coalition for Direct Care Workforce

- Career Lattice Workforce – September 2010 – January 2012

Granite State Human Resources Conference (GSHRC) - Panel Presenter

- 2015 - Keys to Successfully Employing People with Disability That May Not Be Visible – Disclosed or suspected mental illness and/or substance use in your workforce

New Journey Program – a SHRM Pinnacle Award program designed to assist the women in the NH Prison System in obtaining employment at the end of their incarceration.

- Spring 2011& 2012 – Instructor, Resumes, Applications & Cover Letters for Convicted Felons
- Fall 2010 – Instructor, Conflict Resolution

Society of Human Resources Management (SHRM)

- Member 1999 – 2015

JENNIFER L. DE VOE

LICENSURE

Licensed Clinical Mental Health Counselor (#579)

RECOGNITIONS

Awarded the *Royal Recognition Customer Service Award* in 2012 at the annual Mental Health Center of Greater Manchester Employee Recognition Event

EMPLOYMENT

Mental Health Center of Greater Manchester, Manchester, NH
VP of Quality Improvement, Compliance, and EMR
Serve as a member of the agency's Senior Leadership Team and responsible for direct oversight of the QI, Medical Records, and EMR Departments. Serve as Compliance Officer, provide compliance training to agency staff, and chair the agency's Corporate Compliance Committee. Serve as complaints manager. Attend meetings with the Board of Directors and contribute to the Board's efforts in governing the agency. Advise the President/CEO of opportunities and trends within the environment the agency operates and make recommendations towards improving the quality of care and services the agency offers. December 2019-present.

Mental Health Center of Greater Manchester, Manchester, NH
QI Coordinator
Worked closely with the VP of Quality Improvement and Compliance as well as the QI Director to oversee record audits, site reviews, and quality improvement plans. Served as a complaint manager as well as a member of several committees which serve to improve the overall quality of work within the agency. Worked with the EMR Director as it relates to all forms, reports, trainings, and data reporting through the agency's electronic medical record. January 2019-November 2019.

Mental Health Center of Greater Manchester, Manchester, NH
Coordinator of Intake/Community Connections Program
Manage the adult intake department within the agency's Community Support Services Program in addition to the agency's mental health court program. Supervise 7 clinical staff among the 2 programs and provide licensure supervision to 2 clinicians from the Adult Level 3 team. Continue to serve as the agency liaison to Deaf Services of NH and The Moore Center. Current member of the Avatar Clinical Team. January 2018-January 2019.

Mental Health Center of Greater Manchester, Manchester, NH
Coordinator of Adult Level 3 Services/Intake/Community Connections Program
Managed 3 clinical programs including a team that provides outpatient therapy and case management, an intake program, and a mental health court program. Supervised 15 clinical staff among the 3 programs (licensure supervision to 2 of the 15) in addition to supervision for 2 prescribers on the team. Served as agency liaison to Deaf Services of NH and The Moore Center. August 2014-December 2017.

Mental Health Center of Greater Manchester, Manchester, NH
Assistant Coordinator of ACT teams and NHH Liaison
Co-managed 2 assertive community treatment teams, one of which is a dual-diagnosis team. Supervised 8 clinical case managers and provided licensure supervision for 1 of the 8. Served as region 7 liaison to NHH. Provided information, attended treatment team meetings, and communicated effectively with NHH staff regarding discharge planning of mutual clients. May 2009-August 2014.

Mental Health Center of Greater Manchester, Manchester, NH
Intake Clinician and NHH Liaison
Conducted intake assessments for Level 2/3 services, which included administration of the Beck Depression Inventory and Structured Clinical Interview. Completed all documentation pertinent to the initial stages of treatment. March 2007-May 2009.

Southern New Hampshire University, Manchester, NH
Instructor and Internship Coordinator
Served as instructor for the Program in Community Mental Health's Practicum course, which is designed to give students the opportunity to gain first-hand experience practicing those skills introduced in the courses Helping Relationships and Diagnosis and Assessment. Assisted students in obtaining and maintaining graduate level clinical internships. September 2003 – January 2009.

Mental Health Center of Greater Manchester, Manchester, NH
Clinical Case Manager and Intake Clinician
Provided individual therapy to consumers with primary Axis II diagnoses. Performed services such as treatment planning, crisis intervention, and case management. Completed all documentation pertinent to treatment and worked closely with the treatment team to ensure quality care. Served as group leader for the agency's Trauma Recovery and DBT (Dialectical Behavioral Therapy) groups. Addressed substance use disorders through the utilization of treatment approaches such as Stages of Change and Motivational Enhancement Therapy. Utilized cognitive-behavioral therapy for individuals with Axis I eating disorders. Conducted intake assessments for Level 2/3 services. July 2001 – December 2006.

Mental Health Center of Greater Manchester, Manchester, NH
Individual Placement and Support Team Leader
Assisted with the supervision of 8 employment specialists as well as the overall running of the Individual Placement and Support Program. In addition, performed all duties related to the position of employment specialist. August 1999 – July 2001.

EDUCATION

Trinity College of Vermont, Burlington, VT
Master of Science in Community Mental Health. July 2001.

Saint Michael's College, Colchester, VT
Bachelor of Arts in Psychology, *magna cum laude*. May 1996

Resume

Richard Cornell MSW, ACSW, LICSW
Vice President of Community Relations
The Mental Health Center of Greater Manchester
401 Cypress Street
Manchester, NH 03103
603-206-8547

WORK EXPERIENCE - *Please note that I have worked for the MHCGM since 1973.*

July 2014 to Present -
Vice President of Community Relations *for the Mental Health Center of Greater Manchester. Responsible for overseeing all Community and Development Projects as well as Community Education & Strategic Resources.*

2000 to July 2014 -
Director of Bedford Counseling Associates. *Responsible for all clinical decisions made by the staff in our Manchester and Derry office settings. Supervised the decisions made by the scheduling department. Monitored the use of funding source monies. Worked with other departments to assure open communication and that client needs were met (member of CST, Management and Marketing Teams). Supervised new staff and students. Maintained a full-time case load. Performed community presentations as needed. Resolved any client conflicts in the delivery of their services.*

1999 to 2000 -
Coordinator of Bedford Counseling Associates. *Full-time therapist. Supervised intake coordination and emergency services related to this program.*

1986 to 1999 -
Child and Adolescent Therapist. *Responsible for community outreach with local schools, hospitals and primary care offices. Performed presentations for local businesses when needed.*

1980 to 1986 -
Child Therapist. *Worked with families and community programs.*

1981 to 1984 -
Volunteer Coordinator & Vocational Development. *Worked with the Director*

of Community Development to expand a highly successful volunteer program for the center. We also worked to create a supportive employment program (Options) for the center. During this time additionally carried a full clinical caseload.

1978 to 1980 -
Adult Out-Patient Therapist. *Caseload was mixed with Emergency Services and the Adult Out-Patient Department.*

1976 to 1980 -
Emergency Services Clinician. *Responsible for crisis intervention training. Performed psychiatric assessments. Took on-call duties in office and out in the community. Worked with Emergency Room Departments, Police and many community agencies.*

1973 to 1975 -
Mental Health Worker. *Therapist on the night and evening shifts of the center's in-patient unit.*

EDUCATION

1987-
MSW *with a concentration in youth and group work. Boston University, School of Social Work*

1981 -
***BS** in Human Services, New Hampshire College*

LICENSURE/MEMBERSHIPS

- *LICSW - Licensed Independent Clinical Social Worker, NH # 457*
- *ACSW - Academy of Certified Social Workers since 1990*
- *NASW –National Association Of Social Workers since 1984*

QUALIFICATIONS

- *Demonstration of strong leadership skills*
- *Sound background of clinical practice*
- *History of positive supervisory skills*
- *Lengthy public speaking experience*

(References available upon request)

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
NAME OF CONTRACT: MENTAL HEALTH SERVICES
BUDGET PERIOD: SFY: 2024 (July 1, 2023 through June 30, 2024)

KEY PERSONNEL

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
PATRICIA CARTY	PRESIDENT / CEO	$159,994	100.00%	$159,994
JONATHAN ROUTHIER	EXECUTIVE VP / COO	$125,008	100.00%	$125,008
PAUL MICHAUD	VP of FINANCE / CFO	$136,118	100.00%	$136,118
LISA A. DESCHNEAU	VP OF HUMAN RESOURCES & ADMINISTRATION	$117,312	100.00%	$117,312
JENNIFER De VOE	VP OF QUALITY IMPROVEMENT, COMPLIANCE & EMR	$111,030	100.00%	$111,030
RICHARD CORNELL	VP OF COMMUNITY RELATIONS	$115,794	100.00%	$115,794
TOTAL SALARIES		$765,256		$765,256

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-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 Avenue Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 431-6703	1.6 Account Number 05-95-92-922010-(4117, 4120, 4121, 1909) 05-95-92-921010-2053 05-95-42-421010-2958 05-95-92-920510-3380 05-95-48-481010-8917	1.7 Completion Date 6/30/2025	1.8 Price Limitation $3,518,773
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Jay Couture A9953D2454E1468... Date: 5/24/2023		1.12 Name and Title of Contractor Signatory Jay Couture President and CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED0D65D04C83442... Date: 5/24/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74B12484AB4360... On: 5/30/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS DC
Date 5/24/2023

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 DS

Date 5/24/2023

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS

Date 5/24/2023

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT A

Revisions to Standard Agreement 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 and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

   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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.3. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 8.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2. System of Care for Children's Mental Health

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child; youth, or young adult that may be eligible.

3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. System of Care Grant (SoC) Activities with the New Hampshire Department of Education (NH DOE)

4.1. The Contractor shall participate in local comprehensive planning processes with the NH DOE, on topics and tools that include, but are not limited to:

4.1.1. Needs assessment.

4.1.2. Environmental scan.

4.1.3. Gaps analysis.

4.1.4. Financial mapping.

4.1.5. Sustainability planning.

4.1.6. Cultural linguistic competence plan.

4.1.7. Strategic communications plan.

4.1.8. SoC grant project work plan.

4.2. The Contractor shall participate in ongoing development of a Multi-Tiered System of Support for Behavioral Health and Wellness (MTS-B) within participating school districts.

4.3. The Contractor shall utilize evidence based practices (EBPs) that respond to identified needs within the community including, but not limited to:

4.3.1. MATCH-ADTC.

4.3.2. All EBPs chosen for grant project work that support participating school districts' MTS-B.

4.4. The Contractor shall maintain and strengthen collaborative, working relationships with participating school districts within the region which includes, but is not limited to:

4.4.1. Developing and utilizing a facilitated referral process.

4.4.2. Co-hosting joint professional development opportunities.

4.4.3. Identifying and responding to barriers to access for local families and youth.

4.5. The Contractor shall maintain an appropriate full time equivalent (FTE) staff who is a full-time, year-round School and Community Liaison. The Contractor shall:

4.5.1. Ensure the FTE staff is engaging on a consistent basis with each of the participating schools in the region in person or by remote access to support program implementation;

4.5.2. Hire additional staff positions to support effective implementation of a System of Care.

4.6. The Contractor shall provide appropriate supervisory, administrative and fiscal support to all project staff dedicated to SoC Grant Activities.

4.7. The Contractor shall designate staff to participate in locally convened District Community Leadership Team (DCLT) and all SoC Grant Activities-focused meetings, as deemed necessary by either NH DOE or the Department.

4.8. The Contractor shall actively participate in the SoC Grant Activities evaluation processes with the NH DOE, including collecting and disseminating qualitative and quantitative data, as requested by the Department.

4.9. The Contractor shall conduct National Outcomes Measures (NOMs) surveys on all applicable tier 3 supports and services to students and their families at the SoC grant project intervals, including baseline, 6 months and upon discharge.

4.10. The Contractor shall abide by all federal and state compliance measures and ensure SoC grant funds are expended on allowable activities and expenses, including, but not limited to a Marijuana (MJ) Attestation letter.

4.11. The Contractor shall maintain accurate records of all in-kind services from non-federal funds provided in support of SoC Grant Activities, in accordance with NH DOE guidance.

5. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)

5.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance

with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

5.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

5.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

6. Division for Children, Youth and Families (DCYF)

6.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

6.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

7. Crisis Services

7.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

7.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

7.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

7.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

7.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

7.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

7.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

7.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

7.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

7.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

7.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

7.7.2. One (1) peer.

7.7.3. Telehealth access, and on-call psychiatry, as needed.

7.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

7.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

7.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

7.10.1. The location of the crisis.

7.10.2. The safety plan either developed over the phone or on record from prior contact(s).

7.10.3. Any accommodations needed.

7.10.4. Treatment history of the individual, if known.

7.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

7.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

7.11.2. Does not fulfill emergency medication refills.

7.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

7.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

7.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

7.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

7.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

7.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

7.16.1. Face-to-face assessments.

7.16.2. Disposition and decision making.

7.16.3. Initial care and safety planning.

7.16.4. Post crisis and stabilization services.

7.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

7.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

7.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

7.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

7.19.1.1. In or at the individual's home.

7.19.1.2. Community settings.

7.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

7.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

7.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

7.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

7.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

7.19.6.1. Obtaining the individual's mental health history including, but not limited to:

7.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

7.19.6.1.2. Substance misuse.

7.19.6.1.3. Social, familial and legal factors;

7.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

7.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

7.19.6.4. Conducting a mental status exam.

7.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

7.19.7.1. Staying in place with:

7.19.7.1.1. Stabilization services.

7.19.7.1.2. A safety plan.

7.19.7.1.3. Outpatient providers;

7.19.7.2. Stepping up to crisis stabilization services or apartments.

7.19.7.3. Admission to peer respite or step-up/step-down program.

7.19.7.4. Admission to a crisis apartment.

7.19.7.5. Voluntary hospitalization.

7.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

7.19.7.7. Medical hospitalization.

7.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

7.20.1. Promoting recovery.

7.20.2. Building upon life, social and other skills.

7.20.3. Offering support.

7.20.4. Reviewing crisis and safety plans.

7.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

7.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

7.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

7.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

7.21.3. Provided in the individual and family home, if requested by the individual;

7.21.4. Implemented using methods that include, but are not limited to:

7.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

7.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

7.21.4.2.1. Cognitive Behavior Therapy (CBT).

7.21.4.2.2. Dialectical Behavior Therapy (DBT).

7.21.4.2.3. Solution-focused therapy.

7.21.4.2.4. Developing concrete discharge plans.

7.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

7.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

7.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

7.22.1. Ensure outreach and educational activities may include, but are not limited to:

7.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

7.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

7.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

7.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

7.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

7.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

7.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

7.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

7.22.2.4. Coordinating with homeless outreach services.

7.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

7.23.1. Determine availability of the Rapid Response Teams;

7.23.2. Facilitate response of dispatched teams; and

7.23.3. Resolve the immediate crisis episode.

7.24. The Contractor shall maintain connection to the designated resource tracking system.

7.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

7.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

7.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

7.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

7.26.2.1. Number of unique individuals who received services.

7.26.2.2. Date and time of mobile arrival; and

7.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

7.26.3.1. Diversions from hospitalizations.

7.26.3.2. Diversions from Emergency Rooms.

7.26.3.3. Services provided.

7.26.3.4. Location where services were provided.

7.26.3.5. Length of time service or services provided.

7.26.3.6. Whether law enforcement was involved for safety reasons.

7.26.3.7. Whether law enforcement was involved for other reasons.

7.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

7.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

7.26.3.10. Outcome of service provided, which may include but is not limited to:

7.26.3.10.1. Remained in home.

7.26.3.10.2. Hospitalization.

7.26.3.10.3. Crisis stabilization services.

7.26.3.10.4. Crisis apartment.

7.26.3.10.5. Emergency department.

7.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

8. Adult Assertive Community Treatment (ACT) Teams

8.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

8.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

8.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

8.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

8.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

8.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

8.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

8.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

8.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

8.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

8.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

8.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

8.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

8.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

8.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

8.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

8.4.4. Make a referral for an ACT assessment within (7) days of:

8.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

8.4.4.2. An individual being referred for an ACT assessment;

8.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

8.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

8.4.6.1. Extended hospitalization or incarceration.

8.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

8.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

8.4.7.1. To exceed caseload size requirements; or

8.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

9. Evidence-Based Supported Employment

9.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

9.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

9.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

9.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

9.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

9.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

9.6.1. Job development.

9.6.2. Work incentive counseling.

9.6.3. Rapid job search.

9.6.4. Follow along supports for employed individuals.

9.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

9.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

9.7.1. Work with the Department to identify solutions to meet the demand for services; and

9.7.2. Implement such solutions within 45 days.

9.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9.9. The Contractor shall ensure SE staff receive:

9.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

9.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

10. Coordination of Care from Residential or Psychiatric Treatment Facilities

10.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH &

HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

10.1.1. Designate a different liaison for individuals being served through their children's services.

10.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

10.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

10.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

10.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

10.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

10.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

10.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

10.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

10.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

11. Coordinated Care and Integrated Treatment

11.1. Primary Care

11.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

11.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

11.1.2.1. Monitor health;

11.1.2.2. Provide medical treatment as necessary; and

11.1.2.3. Engage in preventive health screenings.

11.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

11.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

11.2. Substance Misuse Treatment, Care and/or Referral

11.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

11.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

11.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

11.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

11.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

11.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

11.3. Area Agencies

11.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

11.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

11.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

11.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

11.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage

them with both the CMHC and Area Agency representatives;

11.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;

11.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

11.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

11.4. Peer Supports

11.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

11.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

11.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

11.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

11.5. Transition of Care with MCO's

11.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

12. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)

12.1. The Contractor shall participate in CCBHC planning activities that include:

12.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

12.1.2. Attending two (2) learning communities on a monthly basis;

12.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

12.1.4. Meeting monthly with planning consultant for technical assistance.

13. Deaf Services

13.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

13.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

13.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

13.4. The Contractor shall ensure services are person-directed, which may result in:

13.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

13.4.2. Care being shared across the regions; or

13.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

14. Helping Overcome Psychosis Early (HOPE) PROGRAM SERVICES - Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP – CSC) Services

14.1. The Contractor shall provide a Coordinated Specialty Care (CSC) model and implement the NAVIGATE model of treatment for people with Early Serious Mental Illness (ESMI) and First Episode Psychosis (FEP) (EMSI/FEP – CSC) under the name HOPE Program.

14.2. The Contractor shall identify staff to deliver HOPE and to participate in intensive evidence-based ESMI/FEP - CSC training and consultation, as designated by the Department.

14.3. The Contractor shall participate in meetings no less than on a quarterly basis with the Department to ensure program implementation, enrollment, and updates relative to ongoing activities.

14.4. The HOPE team will include roles in accordance with the NAVIGATE model including, but not limited to:

14.4.1. A CSC team leader.

14.4.2. A CSC case worker.

14.4.3. A Supported Employment and Education (SEE) worker.

14.4.4. A therapist.

14.4.5. A family education and support therapist.

14.4.6. A peer.

14.4.7. A psychopharmacologist who provides diagnostic, treatment and medication prescribing services.

14.5. The Contractor shall ensure the HOPE programs' treatment services are available and provided to youth and adults between fifteen (15) and thirty-five (35) years of age who are experiencing early symptoms of a serious mental illness psychiatric disorder.

14.6. The Contractor shall ensure the HOPE program conducts education and assertive outreach to community organizations to facilitate referrals and to support rapid enrollment of individuals with new onset of psychosis to the program, with a goal of enrolling ten (10) individuals throughout the year.

14.7. The Contractor shall accept enrollees from other CMHC catchment areas when appropriate if there is capacity to manage the needs in accordance with a structure and strategy designed in collaboration with the Department.

14.8. The Contractor shall ensure the HOPE programs' treatment model involves a team structure that is based on:

14.8.1. Principles of shared decision-making;

14.8.2. A strengths and resiliency focus;

14.8.3. Recognition of the need for motivational enhancement;

14.8.4. A psychoeducational approach;

14.8.5. Cognitive behavioral therapy methods;

14.8.6. Development of coping skills; and

14.8.7. Integration of natural and peer supports.

14.9. The Contractor shall provide ESMI/FEP – CSC treatment services utilizing a discrete team approach ensuring team members provide ESMI/FEP-specific services and other services identified on individual treatment plans. The Contractor shall ensure that CSC services align with the NAVIGATE model and include, but are not limited to:

14.9.1. A specialized HOPE program intake process that takes place no later than one (1) week after identifying an individual with ESMI/FEP including:

14.9.1.1. Screening conducted by the HOPE team leader prior to admission to the program;

14.9.1.2. Conducting the screening while a person is still in an inpatient setting whenever possible; and

14.9.1.3. Ensuring rapid access to HOPE services in order to reduce the duration of untreated psychosis for individuals.

14.9.2. No less than bimonthly team meetings that:

14.9.2.1. Are led by the HOPE Team Leader;

14.9.2.2. Include all HOPE team members; and

14.9.2.3. Involve communicating the status of all individuals served by the team; planning recovery-oriented care for each individual; and developing strategies to implement the care plans.

14.9.3. Specialized psychiatric support with medication management that includes, but is not limited to:

14.9.3.1. Assessment and monitoring of psychopathology; functioning; medication side effects; and medication attitudes.

14.9.3.2. Shared decision making including education on:

14.9.3.2.1. Use of medications to manage symptoms; and

14.9.3.2.2. Use of lowest effective dosage of antipsychotic medications for recovery-oriented pharmacotherapy that is tailored toward improving functioning and reducing side effects of individuals with ESMI/FEP.

14.9.3.3. Monitoring and treatment of medication side effects with special emphasis on cardio metabolic risk factors, which may include but are not limited to:

14.9.3.3.1. Smoking.

14.9.3.3.2. Weight gain.

14.9.3.3.3. Hypertension.

14.9.3.3.4. Dyslipidemia.

14.9.3.3.5. Prediabetes.

14.9.3.4. Ensuring prescribers maintain close contact with primary care providers to ensure optimal medical treatment for risk factors related to cardiovascular disease and diabetes.

14.9.3.5. Ensuring referrals to specialized psychiatric services to an agency prepared to provide telehealth psychiatric services, through a subcontract payment modality, in instances where an individual needs external psychiatric consultation and services.

14.9.4. Providing medication management services that include, but are not limited to:

14.9.4.1. Thirty (30) minutes per month or more, as clinically indicated, during the first 6 months of enrollment.

14.9.4.2. Thirty (30) minutes every 3 months or more, as clinically indicated, during the last 18 months of enrollment.

14.9.5. Providing specialized youth and young adult peer supports and services.

14.9.6. Facilitating individual and family psychotherapy that is informative and provides skills to families to support the individual's treatment and recovery.

14.9.7. Providing family psychoeducation.

14.9.8. Providing access to telemedicine options for services that cannot be provided by the Contractor, but are available through a regional CMHC that is able to provide services through a telemedicine model.

14.10. The Contractor shall participate in quarterly meetings with the Department to report on program implementation, enrollment, and updates and ensure ongoing the EMSI/FEP-CSC model is reflected in treatment.

14.11. The Contractor shall provide community outreach to ensure knowledge of ESMI/FEP and the CSC program is widespread and available to those in need. The Contractor shall ensure that:

14.11.1. The CSC team includes an identified individual, who may be an Outreach Specialist or may be the Team Leader, who has the dedicated time and skills to:

14.11.1.1. Develop referral pathways to the CSC program; and

14.11.1.2. Educate community partners about the program;

14.11.2. Outreach efforts include local community hospitals, housing programs, criminal justice system, and schools;

14.11.3. Outreach contacts are reported on a quarterly basis;

14.11.4. Outreach includes cultivating relationships with admission and discharge personnel at these external agencies through frequent visits, phone calls, email communication and timely evaluation of potential FEP cases; and

14.11.5. Outreach includes cultivating internal CMHC relationships and activities such as monitoring referrals and intakes to the CMHC and facilitating connection with likely internal candidates for the CSC program.

14.12. The Contractor shall utilize the CANS/ANSA, or other Department-approved evidence based tool, to measure strengths and needs of the individual at program entry and to track the recovery process post-entry.

14.13. The Contractor shall ensure the HOPE program provides time-limited services, as determined in partnership with the Department. The Contractor shall ensure transitions from HOPE include, but are not limited to:

14.13.1. A collaborative process that involves the individual; their relatives and important others; and members of the CSC team to determine readiness for a less intensive level of care.

14.13.2. An assessment of the individuals progress toward achieving treatment goals, and identification of areas that require additional work, in key domains that include:

14.13.2.1. School and work functioning;

14.13.2.2. Quality of peer and family relationships;

14.13.2.3. Relief from symptoms;

14.13.2.4. Abstinence from substances; and

14.13.2.5. Effective management of health issues

14.13.3. Consideration of the individual's personal vision of stability, success in community functioning, and personal autonomy.

14.13.4. Utilizing formal transition planning guides and worksheets.

14.14. The Contractor shall submit reports to the Department in a Department-approved format and frequency, which include but are not limited to:

14.14.1. Quarterly Team Leader Reports that are due on the 15th of the month following the close of each quarter, which include, but are not limited to:

14.14.1.1. Monthly enrollment, service utilization, and outcomes reports.

14.14.1.2. Quarterly staffing summary.

14.14.1.3. Quarterly meeting summary.

14.14.1.4. Referral and enrollment efforts.

14.14.1.5. Community outreach efforts inclusive of outreach descriptions, occurrences, and agencies contacted.

14.15. The Contractor shall submit invoices for services in a format provided by the BMHS Financial Management Unit, which are processed for payment upon verification of timely reporting.

15. Referral, Educations, Assessment, Prevention (REAP) and Enhanced REAP

15.1. The Contractor shall provide a statewide community-based education and brief intervention-counseling program in accordance with protocols and policies approved by the Department, that are specifically designed for:

15.1.1. Individuals who are sixty (60) years of age and older;

15.1.2. Families of individuals who are sixty (60) years of age and older; and

15.1.3. Other informal caregivers of individuals who are sixty (60) years of age and older.

15.2. The Contractor shall ensure priority of the program is the prevention or alleviation of substance misuse, including but not limited to:

15.2.1. Alcohol.

15.2.2. Medications.

15.2.3. Other drugs.

15.3. The Contractor shall provide services to address factors that may include, but are not limited to:

15.3.1. Depression or emotional stress.

15.3.2. Isolation.

15.3.3. Interpersonal relationships.

15.3.4. Grief and loss.

15.3.5. Other life changes and issues that can affect an individual's ability to live independently, including home safety and injury prevention.

15.4. The Contractor shall ensure REAP services include:

15.4.1. Counseling sessions to older adults over sixty (60) years of age, and their caregivers. The Contractor shall ensure:

15.4.1.1. Sessions are conducted in individuals' homes or community settings;

15.4.1.2. Screenings and brief interventions are completed by using evidence-based instruments;

15.4.1.3. Sessions are at no cost to the individual; and

15.4.1.4. Three (3) to five (5) sessions are provided per individual;

15.4.2. Technical Assistance to area professionals, which includes senior housing managers and service coordinators, for assistance and guidance in dealing elderly-specific issues;

15.4.3. Community Intervention and/or Mediation provided when conflict arises at local elder housing complexes, to:

15.4.3.1. De-escalate situations;

15.4.3.2. Find the sources of the problems; and

15.4.3.3. Facilitate resolutions; and

15.4.4. An annual meeting with all REAP counselors and housing specialists to provide training on:

15.4.4.1. Evidenced based practices;

15.4.4.2. Tools; and

15.4.4.3. Approaches.

15.5. The Contractor shall ensure the enhanced REAP program is comprised of the existing REAP substance misuse services, above, and:

15.5.1. Additional depression treatment services via the Evidenced Based Practice (EBP) Behavioral Activation (BA); and

15.5.2. Increased symptom monitoring.

15.6. The Contractor shall screen eligible program participants for depressive symptoms and substance misuse, including medication misuse to determine if participants will be offered REAP services or Enhanced REAP services. The Contractor shall:

15.6.1. Utilize the Patient Health Questionnaire-9 (PHQ-9) to screen individuals for depression symptoms;

15.6.2. Offer REAP services to participants who screen below the clinical threshold for depression;

15.6.3. Offer Enhanced REAP to participants who screen above the clinical threshold for depression;

15.6.4. Provide Motivational Interviewing (MI) and BA to participants who screen positive for substance misuse; and

15.6.5. Ensure Enhanced REAP, BA and MI treatments are integrated in in services provided to participants who screen positive for depression or co-occurring substance misuse and depression.

15.7. The Contractor shall ensure administrative oversight for all REAP services and technical assistance is provided by Certified Prevention Specialists in accordance with the State of NH Prevention Certification Board and the International Certification and Reciprocity Consortium.

15.8. The Contractor shall conduct evaluations of REAP services and provide evaluation results to the Department, which include:

15.8.1. *Short Term Outcomes*: Increase social connections; Increase activity to maintain health, independence, and mental health; Reduction of harm in mixing medications with other substances;

15.8.2. *Intermediate Outcomes*: Increase perception of harm and awareness; and

15.8.3. *Long-term Outcomes*: Reduce thirty (30) day use of alcohol, binge or heavy drinking, and related consequences of substance use (e.g. alcohol use and prescribed medications). Elderly and families/caretakers are informed of the dangers of substance misuses and opportunities for healthy lifestyles that are possible through REAP.

15.9. The Contractor shall provide quarterly reports relative to meeting the Block Grant National Outcomes Data.

15.10. The Contractor shall notify the Department when the Contractor is not in compliance with grant and will provide a corrective action plan to ensure full compliance with grant requirements.

15.11. The Contractor shall collaborate with the Regional Public Health Networks to:

15.11.1. Provide education regarding substance misuse among older adults and the related dangers;

15.11.2. Share data across disciplines; and

15.11.3. Provide outreach of services.

15.12. The Contractor shall submit a Quarterly Program Service Report no later than the fifteenth (15th) of the month following the State Fiscal Year quarter reported, as instructed by the Department.

15.13. The Contractor shall obtain feedback from the individual relative to the quality of services provided and report the outcome to the Department in the Quarterly Program Service Report that is due for the second (2nd) quarter.

16. CANS/ANSA or Other Approved Assessment

16.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

16.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

16.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

16.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

16.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

16.3.1. Utilized to develop an individualized, person-centered treatment plan;

16.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

16.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

16.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

16.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

16.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative

tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

16.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

16.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

17. Pre-Admission Screening and Resident Review

17.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

17.2. Upon request by the Department, the Contractor shall:

17.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

17.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

17.2.2.1. Requires nursing facility care; and

17.2.2.2. Has active treatment needs.

18. Application for Other Services

18.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

18.1.1. Medicaid.

18.1.2. Medicare.

18.1.3. Social Security Disability Income.

18.1.4. Veterans Benefits.

18.1.5. Public Housing.

18.1.6. Section 8 Subsidies.

18.1.7. Child Care Scholarship.

19. Community Mental Health Program (CMHP) Status

19.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

19.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

20. Quality Improvement

20.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

20.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

20.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

20.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

20.3.1. Submit all required information in a format provided by the Department or contracted vendor;

20.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

20.3.3. Support all efforts of the Department to conduct the survey;

20.3.4. Promote survey participation of individuals sampled to participate; and

20.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

20.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

20.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

21. Maintenance of Fiscal Integrity

21.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

21.1.1. Balance Sheet;

21.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

21.1.2.1. All revenue sources and expenditures; and

21.1.2.2. A budget column allowing for budget to actual analysis;

21.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

21.1.3.1. All revenue sources and all related expenditures for the Program; and

21.1.3.2. A budget column allowing for budget to actual analysis; and

21.1.4. Cash Flow Statement.

21.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

21.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

21.3.1. Days of Cash on Hand:

21.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

21.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

21.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures

for a minimum of thirty (30) calendar days with no variance allowed.

21.3.2. Current Ratio:

21.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

21.3.2.2. Formula: Total current assets divided by total current liabilities.

21.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

21.3.3. Debt Service Coverage Ratio:

21.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

21.3.3.2. Definition: The ratio of net income to the year to date debt service.

21.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

21.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

21.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

21.3.4. Net Assets to Total Assets:

21.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

21.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

21.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

21.3.4.4. Source of Data: The Contractor's monthly financial statements.

21.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

21.4. In the event that the Contractor does not meet either:

21.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

21.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

21.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

21.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

21.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

21.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

21.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

21.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

21.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

21.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

22. Reduction or Suspension of Funding

22.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

22.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

22.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

22.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

22.3.2. Crisis services for all individuals.

22.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

22.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

23. Elimination of Programs and Services by Contractor

23.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

23.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

23.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

23.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

23.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

23.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

24. Data Reporting

24.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

24.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

24.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

24.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

24.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

24.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

24.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

24.6.2. Ensuring data files and records are consistent with reporting specification requirements.

24.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

24.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

24.6.5. Participating in Departmental efforts for system-wide data quality improvement.

24.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

24.6.6.1. All data is formatted in accordance with the file specifications;

24.6.6.2. No records will reject due to illegal characters or invalid formatting; and

24.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

24.7. The Contractor shall meet the following standards:

24.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

24.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 24.8.

24.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

24.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

24.8.1. The waiver length shall not exceed 180 days.

24.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

24.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

24.8.4. Failure of the Contractor to implement the plan may require:

24.8.4.1. Another plan; or

24.8.4.2. Other remedies, as specified by the Department.

25. Privacy Impact Assessment

25.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its

system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

25.1.1. How PII is gathered and stored;

25.1.2. Who will have access to PII;

25.1.3. How PII will be used in the system;

25.1.4. How individual consent will be achieved and revoked; and

25.1.5. Privacy practices.

25.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 3.41% Federal funds, Block Grants for Community Mental Health Services, as awarded on 2/23/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM08737.
   1.2. 1.25% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 5.68% Federal funds, Substance Abuse Prevention and Treatment (SAPT) Block Grant, as awarded on 2/15/23, by the DHHS Substance Abuse & Mental Health Services Admin, ALN 93.959, FAIN TI085821.
   1.4. 1.99% Federal funds, Title IIID: Preventative Health Money from the Administration for Community Living, as awarded on 9/8/22, by the DHHS Administration for Community Living, ALN 93.043, FAIN 2201NHOAPH.
   1.5. 87.24% General funds.
   1.6. .43% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. 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 noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.

5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT C

Program to be Funded	SFY2024 Amount	SFY2025 Amount	TOTALS
Div. for Children Youth and Families (DCYF) Consultation	$ 1,770.00	$ 1,770.00	$ 3,540.00
Rapid Response Crisis Services	$ 993,188.00	$ 993,188.00	$ 1,986,376.00
Assertive Community Treatment Team (ACT) - Adults	$ 225,000.00	$ 225,000.00	$ 450,000.00
ACT Enhancement Payments	$ 12,500.00	$ 12,500.00	$ 25,000.00
Behavioral Health Services Information System (BHSIS)	$ 10,000.00	$ 5,000.00	$ 15,000.00
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	$ 5,000.00	$ 5,000.00	$ 10,000.00
Rehabilitation for Empowerment, Education and Work (RENEW)	$ 6,000.00	$ 6,000.00	$ 12,000.00
General Training Funding	$ 5,000.00	$ 5,000.00	$ 10,000.00
System Upgrade Funding	$ 15,000.00	$ 15,000.00	$ 30,000.00
REAP Funding	$ 275,000.00	$ 275,000.00	$ 550,000.00
System of Care 2.0	$ 263,028.00	$ -	$ 263,028.00
First Episode Psychosis Programming	$ 60,000.00	$ 60,000.00	$ 120,000.00
Community Behavioral Health Clinic (Stipends)	$ 43,829.00	$ -	$ 43,829.00
Total	$1,915,315.00	$1,603,458.00	$3,518,773.00

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL REIMBURSEMENT
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	$225,000
ACT Enhancements	1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in	$12,500

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	COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment. OR 2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures.	

7.6. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL REIMBURSEMENT
$2,500	$250/Person X 10 People = $2,500	$5,000

7.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs

7.9. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain

and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.10. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.11. REAP Funding: Funding to support services, training, and support as outlined in Exhibit B, Scope of Services.

7.12. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

School Liaison and Supervisory Positions & Benefits	$130,000.00
Program Staff Travel	$12,075.00
Program Office Supplies, Copying and Postage	$8,700.00
Implementation Science and MATCH-ADTC Training for CMHC staff	$7,500.00
Professional development for CMHC staff in support of grant goals and deliverables	$30,000.00
Expenses incurred in the delivery of services not supported by Medicaid, private insurance, or other source	$60,000.00
Indirect Costs (not to exceed 6%)	$14,753.00
Total	**$263,028.00**

7.13. HOPE Program: Funding to support ongoing implementation and programming outlined in Exhibit B, Scope of Services, HOPE Program – Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP-CSC). Invoice based payments for unbillable time and services delivered by the FEP/ESMI team. Invoices will only be processed upon receipt of outlined data reports and invoice shall reference contract budget line items.

7.14. Certified Community Behavioral Health Clinic (CCBHC) Planning: The Contractor shall participate in CCBHC planning activities that include co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant; attend two (2) learning communities on a monthly basis; complete the CCBHC self-assessment tool as defined by the department; meet monthly with planning consultant for technical assistance. Funds are available through March 30, 2024.

7.15. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

8.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

8.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

9. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

9.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

9.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

9.3. Identifies and requests payment for allowable costs incurred in the previous month.

9.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

9.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

9.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

10. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

11. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

    13.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

        13.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

        13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

        13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    13.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

        13.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

    13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

    13.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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

EXHIBIT C

Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Seacoast Mental Health Center, Inc.	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2023-6/30/2024	
Indirect Cost Rate (if applicable)	0	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$797,906	$1,564,871
2. Fringe Benefits	$120,168	$235,677
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$417	$205
5.(e) Supplies Office	$2,434	$1,199
6. Travel	$9,000	$1,565
7. Software	$37,237	$42,056
8. (a) Other - Marketing/ Communications	$1,565	$771
8. (b) Other - Education and Training	$4,062	$2,001
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$3,487	$7,080
Other (please specify)	$12,565	$12,565
Other (please specify)	$0	$10,295
Other (please specify)	$4,347	$4,347
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$993,188	$1,882,632
Total Indirect Costs	$0	$0
TOTAL	$993,188	$1,882,632

Contractor: DS _____

SS-2024-DBH-01-MENTA-08

Date: 5/25/2023

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Seacoast Mental Health Center, Inc.	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2024-6/30/2025	
Indirect Cost Rate (if applicable)	0	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$797,906	$1,564,871
2. Fringe Benefits	$120,168	$235,677
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$417	$205
5.(e) Supplies Office	$2,434	$1,199
6. Travel	$9,000	$1,565
7. Software	$37,237	$42,056
8. (a) Other - Marketing/ Communications	$1,565	$771
8. (b) Other - Education and Training	$4,062	$2,001
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$3,487	$7,080
Other (please specify)	$12,565	$12,565
Other (please specify)	$0	$10,295
Other (please specify)	$4,347	$4,347
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$993,188	$1,882,632
Total Indirect Costs	$0	$0
TOTAL	$993,188	$1,882,632

Contractor: DS DC

SS-2024-DBH-01-MENTA-08

Date: 5/25/2023

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 DC
OS

Date 5/24/2023

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: Seacoast Mental Health Center, Inc.

5/24/2023
Date

DocuSigned by:
Jay Couture
A8550B2135af1400...
Name: Jay Couture
Title: President and CEO

Vendor Initials DS
Date 5/24/2023

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: Seacoast Mental Health Center, Inc.

5/24/2023
Date

DocuSigned by:
Jay Couture
A9053C7454F1488...
Name: Jay Couture
Title: President and CEO

DS
5/24/2023
Vendor Initials
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS DC

Date 5/24/2023

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Seacoast Mental Health Center, Inc.

5/24/2023
Date

DocuSigned by:
Jay Couture
A9553D7454F1468...
Name: Jay Couture
Title: President and CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Seacoast Mental Health Center, Inc.

5/24/2023
Date

DocuSigned by:
Jay Couture
A9993D2454F1406...
Name: Jay Couture
Title: President and CEO

DS
Contractor Initials

5/24/2023
Date

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Seacoast Mental Health Center, Inc.

5/24/2023
Date

DocuSigned by:
Jay Couture
Name: Jay 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.

Contractor Initials DC

Date 5/24/2023

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

Contractor Initials DC

Date 5/24/2023

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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
Katja S. Fox	Jay Couture
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Jay Couture
Name of Authorized Representative	Name of Authorized Representative
Director	President and CEO
Title of Authorized Representative	Title of Authorized Representative
5/24/2023	5/24/2023
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 (UEI #)
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: Seacoast Mental Health Center, Inc.

5/24/2023
Date

DocuSigned by:
Jay Couture
Name: Jay Couture
Title: President and CEO

Contractor Initials DS
Date 5/24/2023

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 UEI (SAM.gov) number for your entity is: NK1KKE41BRL4

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "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.

6. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential Data.

7. "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.

8. "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.

9. "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.

10. "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.

11. "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. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to 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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data 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 Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
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 Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential 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 Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, 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 Confidential Data.

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 DHHS 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 DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire 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 DHHS.

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 Confidential Data or 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 Confidential 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 Confidential 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, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    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

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0006197611**

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. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, **Monica Kieser**, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of **Seacoast Mental Health Center, Inc**.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **May 16, 2023**, at which a quorum of the Directors/shareholders were present and voting.

VOTED: Geraldine (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 was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/24/2023

Signature of Elected Officer
Name: **Monica Kieser**
Title: **President, Board of Directors**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Jennifer Norton 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: 622591897 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			PHPK2518444	3/1/2023	3/1/2024	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 X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2518445	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Comp $1,000 / X Coll $1,000							$
A	X UMBRELLA LIAB X OCCUR			PHUB851403	3/1/2023	3/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			HCHS20230000589	1/1/2023	1/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			PHPK2518444	3/1/2023	3/1/2024	$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

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.

Seacoast Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2022

Seacoast Mental Health Center, Inc.
TABLE OF CONTENTS
June 30, 2022

KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Seacoast Mental Health Center, Inc.
Portsmouth, New Hampshire

Opinion

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, 2022, 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.

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, 2022, 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.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Seacoast Mental Health Center, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of 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 Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Seacoast Mental Health Center, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Seacoast Mental Health Center, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on 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 12 through 15 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 19, 2022

Seacoast Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2022

ASSETS

CURRENT ASSETS	
Cash and Cash Equivalents	$ 4,113,245
Accounts receivable (net of $535,000 allowance)	1,738,502
Investments	6,643,442
Restricted cash	554,615
Due from affiliate	1,397,370
Prepaid expenses	167,903
TOTAL CURRENT ASSETS	14,615,077
PROPERTY AND EQUIPMENT - NET	765,447
TOTAL ASSETS	$ 15,380,524

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 181,007
Deferred income	295,105
Accrued vacation	273,962
Accrued expenses	1,063,100
TOTAL CURRENT LIABILITIES	1,813,174
NET ASSETS	
Net assets without donor restriction	13,567,350
TOTAL LIABILITIES AND NET ASSETS	$ 15,380,524

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2022

PUBLIC SUPPORT AND REVENUES	
Public support -	
Federal	$ 299,687
State of New Hampshire - BMHS	1,587,063
Other public support	1,005,917
Total Public Support	2,892,667
Revenues -	
Program service fees	20,283,146
Rental income	62,040
Other revenue	990,721
Total Revenues	21,335,907
TOTAL PUBLIC SUPPORT AND REVENUES	24,228,574
OPERATING EXPENSES	
BBH funded program services -	
Children services	5,973,629
Emergency services	2,569,009
Adult services	9,259,343
Act Team	1,310,535
Substance Use Disorder	615,108
Fairweather Lodge	909,991
REAP	383,023
TOTAL EXPENSES	21,020,638
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	3,207,936
OTHER INCOME (LOSS)	
Investment loss	(868,426)
TOTAL INCREASE IN NET ASSETS	2,339,510
NET ASSETS WITHOUT DONOR RESTRICTION, beginning	11,227,840
NET ASSETS WITHOUT DONOR RESTRICTION, ending	$ 13,567,350

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2022

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	$ 2,339,510
Adjustments to reconcile to net cash provided by operations:	
Depreciation	102,519
(Increase) decrease in:	
Accounts receivable - trade	(621,663)
Prepaid expenses	(2,730)
Increase (decrease) in:	
Accounts payable & accrued liabilities	402,881
Deferred income	267,715
NET CASH PROVIDED BY OPERATING ACTIVITIES	2,488,232
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(689,824)
Investment activity, net	(130,432)
Due to affiliate	(1,397,370)
NET CASH USED BY FINANCING ACTIVITIES	(2,217,626)
NET INCREASE IN CASH	270,606
CASH AND RESTRICTED CASH AT BEGINNING OF YEAR	4,397,254
CASH AND RESTRICTED CASH AT END OF YEAR	$ 4,667,860

See Notes to Financial Statements

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, 2019, 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 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.

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 $535,000 as of June 30, 2022 from $400,000 as of June 30, 2021. This was a result of other insurance accounts receivable increasing to $765,482 as of June 30, 2022 from $431,278 as of June 30, 2021 and client balances increasing to $268,970 as of June 30, 2022 from $209,943 as of June 30, 2021.

Client Service Revenue

The Center recognizes client service revenue in accordance with 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, 2022 totaled $20,283,146, of which $19,653,765 was revenue from third-party payors and $629,381 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.

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, 2022. 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. Due to workforce challenges and a significant retroactive rate adjustment in late spring 2022; for the year ended June 30, 2022, the Center was unable to meet the MOE requirements for all three MCO's. The Center's estimated total payback of $554,615 is recorded as an accrued expense.

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE	
Due from clients	$ 268,970
Insurance companies	765,482
Medicaid receivable	340,885
Medicare receivable	206,098
	1,581,435
Allowance for doubtful accounts	(535,000)
	1,046,435
ACCOUNTS RECEIVABLE - OTHER	
BMHS	292,083
NHHFA	36,000
School Districts	42,316
MCO Directed Payments	308,413
Other AR	13,255
	692,067
TOTAL ACCOUNTS RECEIVABLE	$ 1,738,502

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	$ 25,936	$ -	$ 25,936
Fixed Income	2,895,908	(256,318)	2,639,590
Equities	2,957,812	225,485	3,183,297
Exchange Traded Funds	559,762	(75,485)	484,277
Mutual Funds	337,500	(88,673)	248,827
Other Assets	59,673	1,842	61,515
	$ 6,836,591	$ (193,149)	$ 6,643,442

Investment income consisted of the following:

Interest and dividends	$ 137,111
Realized gains	79,411
Unrealized loss	(1,061,907)
Fee expenses	(23,041)
TOTAL	$ (868,426)

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.

NOTE 5 FAIR VALUE MEASUREMENTS (continued)

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2022. 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	1,289,147
Accumulated depreciation	(523,700)
Net Book Value	$ 765,447

NOTE 7 LINE OF CREDIT

As of June 30, 2022, 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 with a floor rate of 4.25%. The line of credit is due on demand.

NOTE 8 DEFERRED INCOME

ARPA grant	$ 231,473
EHR	5,500
Foundation for Seacoast Health	26,606
NH Charitable Foundation	20,000
Other grants	11,526
TOTAL	$ 295,105

NOTE 9 RELATED PARTY TRANSACTIONS

During the year ended June 30, 2022, 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, 2022 $-0- had been borrowed against the line of credit and the interest rate was 4.25%. During the year ended June 30, 2022 $-0- was paid to the Resource Group in interest related to this line of credit.

NOTE 9 RELATED PARTY TRANSACTIONS (continued)

The Center paid for various construction costs on behalf of the Resource Group for the Exeter expansion project. During the year ended June 30, 2022 the Resource Group owed the Center $1,397,370. There are no formal repayment terms on the balance outstanding.

Operating Leases

During the year ended June 30, 2022, 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, 2022, contributions of $490,930 were made by the Center to the plan.

NOTE 11 CONCENTRATIONS OF CREDIT RISK

Cash deposits in the Center's accounts at June 30, 2022 consist of the following:

	Book Balance	Bank Balance
Insured by FDIC*	$ 4,667,860	$ 4,768,715

The differences between book and bank balances are reconciling items such as deposits in transit and outstanding checks.

* 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, 2022 is $4,518,715 deposited at Destination Institutions through the Insured Cash Sweep service.

NOTE 11 CONCENTRATIONS OF CREDIT RISK (continued)

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, 2022 is as follows:

Due from clients	17 %
Insurance companies	48
Medicaid	22
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, 2022:

Cash and Cash Equivalents	$ 4,113,245
Accounts Receivable	1,738,502
Investments	6,643,442
Financial assets available within one year for general expenditures	$12,495,189

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.

NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 19, 2022, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2022, have been incorporated into the basic financial statements herein.

SUPPLEMENTARY INFORMATION

Seacoast Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2022

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	$ 209,943	$ 1,025,750	$ (396,369)	$ (570,354)	$ 268,970
MEDICAID	194,575	16,913,147	(472,221)	(16,294,616)	340,885
MEDICARE	128,754	1,437,900	(516,537)	(844,019)	206,098
OTHER INSURANCE	431,278	3,929,259	(1,637,783)	(1,957,272)	765,482
ALLOWANCE FOR UNCOLLECTIBLES	(400,000)	-	(135,000)	-	(535,000)
TOTAL	$ 564,550	$ 23,306,056	$ (3,157,910)	$ (19,666,261)	$ 1,046,435

Seacoast Mental Health Center, Inc.
ANALYSIS OF BMHS REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2022

	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, 2022	$ 338,921	$ 1,587,063	$ (1,633,901)	$ 292,083

Analysis of Receipts:

Date of Receipt	Amount
8/30/2021	$ 143,442
9/15/2021	8,631
10/6/2021	56,098
10/22/2021	57,526
10/27/2021	71,513
11/26/2021	127,417
1/31/2022	138,276
3/8/2022	184,642
3/24/2022	161,861
4/22/2022	57,953
5/11/2022	31,485
5/24/2022	35,639
6/7/2022	54,877
6/9/2022	45,888
6/21/2022	462,486
6/27/2022	52,572
Less: Federal Monies	(56,405)
	$ 1,633,901

Seacoast Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2022

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP
Program Service Fees:										
Net Client Fee	$ 629,381	$ -	$ 629,381	$ 271,013	$ 49,725	$ 281,584	$ 10,464	$ 16,147	$ 481	$ (33)
Medicaid	16,440,926	-	16,440,926	6,704,004	385,399	7,691,814	790,288	189,675	679,746	-
Medicare	921,363	-	921,363	7,938	35,194	777,601	73,706	26,509	415	-
Other Insurance	2,291,476	-	2,291,476	738,145	226,385	1,214,286	43,569	66,213	2,878	-
Public Support - Other:										
Local/County Government	97,922	21,660	76,262	5,353	38	14,006	66	51,178	(4)	5,625
Donations/Contributions	172,620	116,983	55,637	17,718	8,356	21,125	3,849	1,810	2,222	557
Other Public Support	734,657	11,140	723,517	209,906	434,184	2,000	-	9,890	-	67,537
DCYF	718	-	718	718	-	-	-	-	-	-
Federal Funding:										
Block Grants	10,000	-	10,000	5,000	-	5,000	-	-	-	-
Other Federal Grants	289,687	-	289,687	42,215	144,885	10,000	-	-	-	92,587
BMHS										
Community Mental Health	1,587,063	-	1,587,063	11,000	874,967	375,894	200,740	-	-	124,462
Rental Income	62,040	-	62,040	-	-	-	-	-	62,040	-
Other Revenues	990,721	309,465	681,256	176,805	9,607	108,036	306,268	2,487	5,406	72,647
	24,228,574	459,248	23,769,326	8,189,815	2,168,740	10,501,346	1,428,950	363,909	753,184	363,382
Administration	-	(459,248)	459,248	158,233	41,902	202,901	27,608	7,021	14,552	7,031
TOTAL PUBLIC SUPPORT AND REVENUES	$ 24,228,574	$ -	$ 24,228,574	$ 8,348,048	$ 2,210,642	$ 10,704,247	$ 1,456,558	$ 370,930	$ 767,736	$ 370,413

Seacoast Mental Health Center, Inc.
STATEMENT OF PROGRAM SERVICE EXPENSES
For the Year Ended June 30, 2022

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP
Personnel Costs:										
Salary and wages	$ 14,381,694	$ 612,329	$ 13,769,365	$ 3,966,762	$ 1,828,296	$ 6,124,179	$ 843,604	$ 411,232	$ 462,804	$ 132,488
Employee benefits	2,291,257	62,341	2,228,916	635,059	223,197	1,051,197	138,001	75,993	88,737	16,732
Payroll Taxes	1,049,207	42,518	1,006,689	297,906	138,270	432,264	62,996	29,114	35,921	10,218
Professional Fees:										
Accounting/audit fees	38,736	27,636	11,100	3,278	1,707	4,380	774	372	474	115
Legal fees	30,425	1,004	29,421	3,543	590	11,140	13,492	502	126	28
Other professional fees	413,164	40,603	372,561	59,613	26,069	91,239	11,599	4,408	6,458	173,175
Staff Devel. & Training:										
Journals & publications	1,472	15	1,457	203	55	272	40	16	868	3
Conferences & conventions	3,325	1,500	1,825	578	2	583	43	619	-	-
Other Staff Development	31,475	94	31,381	18,149	3,424	7,178	964	601	987	78
Occupancy costs:										
Rent	631,344	46,099	585,245	176,912	46,771	241,492	39,983	18,172	57,756	4,159
Other Utilities	117,157	3,804	113,353	27,138	7,891	41,668	6,665	3,250	26,039	702
Maintenance & repairs	152,167	7,255	144,912	36,974	10,691	55,738	9,068	4,321	27,165	955
Other occupancy	2,885	-	2,885	754	223	1,259	204	96	329	20
Consumable Supplies:										
Office	46,178	1,614	44,564	14,728	4,688	17,813	2,995	1,597	2,402	341
Building/household	34,162	1,364	32,798	6,533	1,770	9,590	1,611	694	12,444	156
Food	36,706	195	36,511	1,153	315	1,578	270	106	33,038	51
Medical	3,719	90	3,629	1,432	232	1,586	196	77	92	14
Other	498,915	34,067	464,848	146,626	54,958	189,277	31,079	13,469	19,545	9,894
Depreciation	102,519	21,322	81,197	25,374	10,527	33,983	5,176	2,421	3,024	692
Equipment rental	91,292	4,455	86,837	24,718	9,183	32,125	6,458	2,267	11,456	630
Equipment maintenance	5,104	41	5,063	1,514	639	2,133	335	154	245	43
Advertising	4,214	755	3,459	1,033	542	1,358	233	115	142	36
Printing	12,296	1,096	11,200	2,759	1,123	3,836	613	354	689	1,826
Telephone/communications	201,587	8,474	193,113	59,484	40,105	63,079	15,109	5,224	7,139	2,973
Postage/shipping	19,217	382	18,835	5,939	2,596	7,411	1,219	520	918	232
Transportation:										
Staff	267,811	370	267,441	98,863	12,185	101,807	40,392	3,046	2,695	8,453
Clients	2,316	10	2,306	316	115	412	142	1,003	311	7
Assist to Individuals:										
Client services	252,996	-	252,996	200	-	208,115	522	-	44,159	-
Insurance:										
Malpractice/bonding	55,134	3,685	51,449	14,799	4,245	21,458	3,630	1,623	5,321	373
Vehicles	3,752	2	3,750	683	16	1,040	743	4	1,263	1
Comp. Property/liability	123,744	9,255	114,489	33,124	9,519	47,494	8,127	3,623	11,767	835
Membership Dues	6,477	3,692	2,785	337	1,867	423	63	38	46	11
Other Expenditures	108,191	4,981	103,210	39,719	12,189	37,715	5,519	2,540	4,893	635
	21,020,638	941,048	20,079,590	5,706,203	2,454,000	8,844,822	1,251,865	587,571	869,253	365,876
Admin. Allocation	-	(941,048)	941,048	267,426	115,009	414,521	58,670	27,537	40,738	17,147
TOTAL PROGRAM EXPENSES	$ 21,020,638	$ -	$ 21,020,638	$ 5,973,629	$ 2,569,009	$ 9,259,343	$ 1,310,535	$ 615,108	$ 909,991	$ 383,023

Seacoast Mental Health Center, Inc.

Board of Directors Listing

First	*Last*	*Term Begin*	*Term End*	*Officer*
Monica	Kieser	Jan-12	Jan-24	President
Erin	Lawson	Jan-16	Jan-25	Vice President
Mark	Cochran	Nov-17	Nov-23	Secretary
Brian	Carolan	Mar-18	Mar-24	Treasurer
Vicki	Boyd	Feb-23	Feb-26	N/A
Martha	Byam	Oct-20	Oct-23	N/A
Jason	Coleman, SMSgt NHANG	Feb-03	Feb-24	N/A
Kathleen	Dwyer	Aug-13	Aug-25	N/A
Sandi	Hennequin	May-17	May-26	N/A
Kimberly	Hyer	Apr-97	Jun-26	N/A
Andy	Mamczak	May-19	May-25	N/A
Michael	Ralph	Feb-22	Feb-25	N/A
Ned	Raynolds	May-14	May-26	N/A
Eric	Spear	Mar-19	Mar-25	N/A
Peter	Taylor	Jan-19	Jan-25	N/A
Seth	Tondreault	Feb-23	Feb-26	N/A
Mary	Toumpas	Jan-19	Jan-25	N/A

Revised 02/22/2023
Board Resignation: Dave Keaveny.
New Board Members :
Vicki Boyd and Seth Tondreault

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

Honors and Awards

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

Membership

National Association of Reimbursement Officers, Past President

Jodi F. Marshall (Leverone), M.D.

Education

Dartmouth Medical School, Hanover, NH — 2002 – 2006
Medical Degree

Hamilton College, Clinton, NY — 1997 – 2001
Bachelor of Arts in Neuroscience, Magna Cum Laude

Postdoctoral Training

Geriatric Psychiatry Fellowship — 2010 – 2011
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Chief Resident, Adult Psychiatry Residency Training Program — 2009 - 2010
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Adult Psychiatry Residency Training Program — 2008 - 2009
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Combined Residency in Internal Medicine and Psychiatry — 2006 - 2008
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Academic Appointments

Instructor in Psychiatry — 2009 - 2011
Dartmouth Medical School, Hanover, NH

Professional Work Experience

Chief Medical Officer — 2022 - present
Seacoast Mental Health Center, Portsmouth, NH

Medical Director — 2020 – 2022
St. Joseph Hospital, Senior Behavioral Health Unit, Nashua, NH

Medical Director — 2019 - 2020
Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH

Staff Psychiatrist 2015 - 2019
Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH

Staff Psychiatrist 2011 - 2015
Seacoast Mental Health Center, Portsmouth, NH

Consulting Psychiatrist 2013 - 2014
Optum Telepsychiatry Services and MindCare

Staff Psychiatrist 2012 - 2013
Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH

Physician in Charge 2008 – present
New Hampshire Hospital, Concord, NH

Clinical Skills

In addition to having the basic skill set of a general adult psychiatrist and geriatric psychiatrist, I also have experience in the following areas:

Hospice/Palliative Care

Clinical Trials

Community Mental Health Care

Electroconvulsive Treatment

Research Experience

Study Physician 2008 - 2009
Dartmouth Psychopharmacology Research Group, Concord, NH
Worked on several projects investigating pharmacological interventions for patients with schizophrenia, with a focus on those in the first episode of psychosis and those with co-occurring substance use disorders.

Research Assistant 2005
Dartmouth Medical School, Department of Psychiatry, Lebanon, NH
Assisted in developing an algorithm for simplifying complex psychotropic medication regimens.

Technical Research Assistant 2000 - 2003
Center for Neurologic Diseases, Harvard Medical School,
and Brigham and Women's Hospital, Boston, MA
Examined the use of immunotherapy for the prevention and
treatment of Alzheimer's disease.

Committee Assignments

Chair, Behavioral Health Committee 2020 – present
St. Joseph Hospital

Geriatric Best Practice Committee 2011- 2012
Exeter Hospital

Compliance Committee 2009 - 2010
Dartmouth-Hitchcock Psychiatric Associates

Residency Call Committee 2009
Psychiatry Residency Training Program, Dartmouth-Hitchcock Medical Center

Curriculum Redesign Committee 2008 - 2009
Psychiatry Residency Training Program, Dartmouth-Hitchcock Medical Center

Ethics Committee 2008 – 2010
Dartmouth-Hitchcock Medical Center

Education Policy Committee 2006 – 2010
Psychiatry Residency Training Program, Dartmouth-Hitchcock Medical Center

Professional Memberships and Activities

American Association for Geriatric Psychiatry 2008 – present
American Psychiatric Association 2004 - 2012
American Medical Association 2002 - 2009

Academic Awards and Honors

Staff Excellence Award, New Hampshire Hospital 2011
American Psychiatric Institute for Research and Education 2008
and Janssen Pharmaceutica Research Scholar
Department of Internal Medicine Excellence in Teaching Award 2006
Department of Psychiatry Award for Excellence in Clinical Psychiatry 2006
Graduated *magna cum laude* from Hamilton College. 2001
Phi Beta Kappa, invited member, Hamilton College 2001
Sigma Xi, the scientific research society, invited member, Hamilton College 2001
Awarded distinction upon completion of honors senior thesis in Neuroscience, 2001
Hamilton College.

Honors Senior Thesis in Neuroscience, Hamilton College, Center for Neurologic Diseases, Harvard Medical School, and Brigham and Women's Hospital, Boston, MA — 2000 - 2001

Psi Chi, the national honor society for psychology, invited member, Hamilton College — 2000

Teaching Experience

Lecturer, Adult Psychiatry Residency Program Didactics Series, Dartmouth-Hitchcock Medical Center, Lebanon, NH — 2009 – 2010

Instructor, Critical Thinking for Medical Students, Dartmouth Medical School, Hanover, NH — 2009 - 2010

Instructor and Lecturer, Third Year Medical Student Psychiatry Clerkship, Dartmouth Medical School, Hanover, NH — 2008 - 2010

Original Articles

Marshall JF. Early Intervention in Psychosis. American Journal of Psychiatry Residents' Journal August 2009: 5-6.

Lemere CA, Beierschmitt A, Iglesias M, Spooner ET, Bloom JK, **Leverone JF**, Zheng JB, Seabrook TJ, Louard D, Li D, Selkoe DJ, Palmour RM, Ervin FR. Alzheimer's disease A beta vaccine reduces central nervous system abeta levels in a non-human primate, the Caribbean vervet. American Journal of Pathology 2004;165(Pt 1): 283-97.

Gandy S, DeMattos RB, Lemere CA, Heppner FL, **Leverone J**, Aguzzi A, Ershler WB, Dai J, Fraser P, Hyslop PS, Holtzman DM, Walker LC, Keller ET. Alzheimer A beta vaccination of rhesus monkeys (Macaca mulatta). Alzheimer's Disease and Associated Disorders 2004;18(Pt 1): 44-6.

Gandy S, DeMattos RB, Lemere CA, Heppner FL, **Leverone J**, Aguzzi A, Ershler WB, Dai J, Fraser P, St George Hyslop P, Holtzman, DM, Walker LC, Keller E. Alzheimer's Aβ vaccination of rhesus monkeys (*Macaca mullata*). Mechanisms of Ageing and Development 2004;125:149-151.

Lemere CA, Spooner ET, LaFrancois J, Malester B, Mori C, **Leverone JF**, Matsuoka Y, Taylor, J., DeMattos RB, Holtzman DM, Clements JD, Selkoe DJ, Duff KE. Evidence for peripheral clearance of cerebral Aβ protein following chronic, active Aβ immunization in PSAPP mice. Neurobiology of Disease 2003;14(Pt 1): 10-18.

Leverone JF, Spooner ET, Lehman HK, Clements JD, Lemere CA. Aβ1-15 is less immunogenic than Aβ1-40/42 for intranasal immunization of wild-type mice but may be effective for "boosting." Vaccine 2003;21(Pts 17-18):2197-2206.

Lemere CA, Spooner ET, **Leverone JF**, Mori C, Iglesias M, Bloom JK, Seabrook TJ. Amyloid-beta immunization in Alzheimer's disease transgenic mouse models and wildtype mice. Neurochemical Research 2003; 28(Pt 7):1017-1027.

Spooner ET, Desai RV, Mori C, **Leverone JF**, Lemere CA. The generation and characterization of potentially therapeutic Aβ antibodies in mice: Differences according to strain and immunization protocol. Vaccine 2002;21(Pts 3-4):290-297.

Lemere CA, Spooner ET, **Leverone JF**, Mori C, Clements JD. Intranasal immunotherapy for the treatment of Alzheimer's disease: *Escherichia coli* LT and LT(R192G) as mucosal adjuvants. Neurobiology of Aging 2002;23(Pt 6):991-1000.

Book Chapters

Lemere CA, Spooner ET, **Leverone JF**, Clements JD. Improvements in intranasal amyloid-beta (Aβ) immunization in mice. In: Selkoe DJ, Christen Y, editors. Immunization against Alzheimer's disease and other neurodegenerative disorders. New York: Springer-Verlag; 2003.

Lemere CA, Seabrook TJ, Iglesias M, Mori C, **Leverone JF**, Spooner ET. Modulating amyloid-beta levels by immunotherapy: A potential strategy for the prevention and treatment of Alzheimer's disease. In: Saido TC, editor. Amyloid-beta metabolism and Alzheimer's disease. Landes Biosciences; 2003

Scientific Communications

DL Noordsy, **JF Marshall**, JN Wieland Smith, AI Green. Clozapine vs. risperidone for people with first episode schizophrenia and co-occurring cannabis use disorder (poster). International Congress on Schizophrenia Research 2009 San Diego, California, USA.

DL Noordsy, **JF Marshall**, JN Wieland Smith, AI Green. Clozapine vs. risperidone for people with first episode schizophrenia and co-occurring cannabis use disorder (poster). 23rd Annual Neuroscience Day 2009. Dartmouth-Hitchcock Medical Center, Lebanon, NH, USA.

CA Lemere, M Iglesias, ET Spooner, JK Bloom, **JF Leverone**, D Li, JB Zheng, TJ Seabrook, DJ Selkoe, FR Ervin, RM Palmour, A Beierschmitt. Aß immunization in aged vervet monkeys reduces Aß levels in brain and CSF (platform). Society for Neuroscience 33rd Annual Meeting 2003 New Orleans, Louisiana, USA.

CA Lemere, M Iglesias, ET Spooner, JK Bloom, **JF Leverone**, D Li, JB Zheng, TJ Seabrook, DJ Selkoe, FR Ervin, RM Palmour, A Beierschmitt. Aß immunization in old vervet monkeys leads to the generation of anti-Aß titers, decreased Aß levels in CSF and decreased Aß levels in the periphery (platform). 6th International Conference on Progress in Alzheimer's and Parkinson's Diseases 2002. Seville, Spain.

CA Lemere, ET Spooner, **JF Leverone**, D Li, JB Zheng, A Monsonego, DJ Selkoe, FR Ervin, RM Palmour, A Beierschmitt. Aß immunization in monkeys generates anti-Aß titers and increased peripheral Aß levels (platform). Society for Neuroscience 32nd Annual Meeting 2002. Orlando, FL, USA.

ET Spooner, **JF Leverone**, D Li, M Reed, W Xia, CA Lemere. Chronic intranasal Aß immunization in APP Tg mice: A lasting effect? (poster). Society for Neuroscience 32nd Annual Meeting 2002. Orlando, FL, USA.

CA Lemere, ET Spooner, J LaFrancois, **JF Leverone**, Y Matsuoka, R DeMattos, D Holtzman, JD Clements, DJ Selkoe, KE Duff. Evidence for the "peripheral sink" hypothesis following chronic, active Aß immunization in PSAPP mice (poster). 8th International Conference on Alzheimer's Disease and Related Disorders 2002. Stockholm, Sweden.

ET Spooner, **JF Leverone**, B Malester, J LaFrancois, J Clements, DJ Selkoe, K Duff, CA Lemere. Immunization of PSAPP Tg mice leads to a decrease in brain Aß levels and corresponding increase in serum Aß (2002) (poster). Massachusetts Alzheimer's Disease Research Center 15th Annual Poster Session 2002. Massachusetts General Hospital, Boston, MA, USA.

CA Lemere, ET Spooner, B Malester, J LaFrancois, C Mori, **JF Leverone**, JD Clements, DJ Selkoe, KE Duff. Aß immunization of PSAPP mice leads to decreased cerebral Aß and a corresponding increase in serum Aß (platform). Society for Neuroscience 31st Annual Meeting 2001. San Diego, CA, USA.

JF Leverone, ET Spooner, C Mori, DA Weldon, H Lehman, JD Clements, CA Lemere. E.coli heat labile enterotoxin (LT) dramatically increases anti-Aß antibody titers following intranasal (i.n.) Aß immunization in mice (poster). Society for Neuroscience 31st Annual Meeting 2001. San Diego, CA, USA.

ET Spooner, **JF Leverone**, C Mori, JD Clements, DJ Selkoe, CA Lemere. Nasal immunization of B6D2F1 mice with heat labile enterotoxin (poster). Massachusetts Alzheimer's Disease Research Center 14th Annual Poster Session 2001. Massachusetts General Hospital, Boston, MA, USA.

Oral Presentations

Palliative Care in Dementia Jeanne Anderson Alzheimer's Conference, Dartmouth Hitchcock Medical Center	2010
End of Life Care in Dementia Palliative Care Department, Dartmouth Hitchcock Medical Center	2011

Licensure and Certification

Board Certification in Geriatric Psychiatry	2014
Board Certification in Psychiatry	2011
New Hampshire Medical License #14086	2008

WASSFY M. HANNA, M. D.
[redacted]

Experience

Medical Director
Responsible for insuring the delivery of quality psychiatric care
Seacoast Mental Health Center
Portsmouth, New Hampshire
1975-Present

Medical Director
Responsible for insuring delivery of psychiatric care to children, adolescents, and their families
Portsmouth Pavilion Adolescent Unit
Portsmouth, New Hampshire
1988-Present

Private Practice
Psychiatric treatment of adults and of children and their families
1968-Present

Chief of Psychiatry
Insure quality of psychiatric care delivered at Portsmouth Pavilion
Portsmouth Hospital
1987-1993

Director of Training
Responsible for training of Harvard Fellows in Child Psychiatry
Gaebler Training Program in Child Psychiatry
Gaebler Children's Center
Waltham, Massachusetts
1975-1985

Staff Psychiatrist
Gaebler Children's Center
Waltham, Massachusetts
1968-1975

Staff Psychiatrist
Metropolitan Hospital
Waltham, Massachusetts
1963-1965

Teaching Appointments

Assistant Clinical Professor of Psychiatry
Responsible for the education of third year Tufts University Medical Students during their rotation in Child Psychiatry and for Tufts University residents in Adult Psychiatry during their rotation in Child Psychiatry
Tufts University Medical School
Boston, Massachusetts
1979-1985

Clinical Instructor in Psychiatry
Responsible for training of Harvard Fellows in Child Psychiatry
Harvard Medical School
Cambridge, Massachusetts
1968-1985

Appointments

Examiner
Child Psychiatry
American Board of Psychiatry and Neurology
1986-Present

Trustee
Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire
1992-Present

Education

Graduated Cairo University Medical School
Cairo, Egypt
January, 1957

Rotating Internship
Cairo University Hospital
Cairo, Egypt
1957-1958

Residency in Neurology
Cairo University Hospital
Cairo, Egypt
1958-1960

Residency in Adult Psychiatry
Metropolitan Hospital
Waltham, Massachusetts
1961-1963

Fellowship in Child Psychiatry
Harvard Medical School
Gaebler Children's Center
Waltham, Massachusetts
1965-1967

Board Certifications

Board Certified in Neurology
Cairo University
Cairo, Egypt
1960

Board Certified in Adult Psychiatry
American Board of Psychiatry and Neurology
1971

Board Certified in Child Psychiatry
American Board of Psychiatry and Neurology
1984

Licensure

Licensed to practice medicine in New Hampshire

Licensed to practice medicine in Massachusetts

Hospital Affiliations

Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire

Exeter Hospital
Exeter, New Hampshire

Saint Elizabeth Hospital (past affiliation)
Brighton, Massachusetts

Gaebler Children's Center (past affiliation)
Waltham, Massachusetts

Professional Memberships

American Psychiatric Association

New England Council of Child Psychiatry

New Hampshire Medical Society

New Hampshire Psychiatric Society

Publications

"Attention Deficit Disorder", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

"Elective Mutism", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

"Enuresis", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

"The Importance of Follow-up in Latency" (Gair and Hanna), 1971
Presented at the Ortho-Psychiatry Annual Meeting, 1971

"Imaginary Companion and Superego Development" (Gair and Hanna), 1968
Presented at the Annual Meeting of the American Academy of Child Psychiatry, 1968

LISA BURGESS, MBA

Professional Summary

- Detail-oriented professional with 20+ years experience applying financial managerial accounting and revenue cycle practices.
- The ability to lead multiple projects and departments simultaneously
- Leader with strong analytical, problem solving, and organizational skills
- Extensive experience in full life cycle of general accounting.

Areas of Expertise

Lawson (Report Writing)
MAS90 (Crystal Reports reporting)
Banner (WEBI)
Great Plains (FRX Reporting)
ADP Payroll
Microsoft Office (Word, Excel, PowerPoint, Access, Outlook)
EPIC
McKesson
Crystal Reporting

Work Experience

Director of Finance
August 2020 to Present

Rockingham VNA & Hospice – Exeter, NH

- Analyze and present financial results to Board of Trustees
- Effectively communicate ad present critical financial matters to the Board of Trustees
- Manage a team of six in all facets of accounting, payroll and billing functions
- Provides executive management with advice on financial implications of business activities
- Manages and supervises the entire billing and revenue recognition process for the agency
- Oversee all collection functions
- Provide leadership in the development of strategic financial objectives
- Directs and oversees all aspects of the finance and accounting functions
- Establishes and oversees policies and procedures for internal audit.
- Monitor investment activities
- Ensures effective internal controls are in place in accordance with GAAP
- Understanding of financial and accounting needs as well as requirements related to home care and hospice
- Provides leadership to the directors/managers in improving efficiency and effectiveness of the budget and institution guidelines
- Oversee and lead annual budgeting and planning process
- Coordinate and lead the annual audit
- Manage organizational cash flow and forecasting

Mgr Rev Ops, Customer Service & Cash Ops
November 2016 to July 2020

Elliot Hospital – Manchester, NH

Revenue Operations

- Analyze top payer denials, identified solutions to increase cash and lower A/R days
- Ensure data accuracy accountability for financial performance and revenue enhancements
- Analyzed operations on an ongoing basis, developed reports that evaluated and demonstrated performance gains
- Responsible for hiring, firing and disciplinary actions within all departments
- Regularly meet with direct reports and departments weekly
- Prepared adhoc reporting to CFO
- Establish procedures, guidelines and project schedules
- Researched and analyzed revenue and reimbursement trends
- Ensures 100% accuracy of all reporting performed by the Revenue Cycle team.
- Oversees data analysis and trending/management reporting to substantiate positive, compliant net revenue impact

- Oversees and communicates education and training with providers and department(s) as necessary
- Develop and monitor metrics to ensure functions of the revenue cycle team are performed efficiently
- Adapts standard procedures to meet different urgent conditions; makes decisions based on precedent
- Oversees and communicates education and training with providers and department(s)
- Develops and monitors metrics to ensure functions of the revenue integrity team are performed efficiently
- Maintains confidentiality of all hospital information. Maintains a high level of integrity, professionalism, and trust with employees and team members.
- Collaborates effectively with others to achieve positive work outcomes
- Assists in promoting a positive work environment
- Remains receptive to suggestion; continually seeks to improve performance of all departments
- Maintains flexibility and optimizes solutions in the face of a changing work environment

Customer Service

- Manage Customer Service department—oversee staff of four
- Listened to and resolved customer complaints and addressed concerns with employees
- Managed a customer service team that encompasses data analysis, customer complaints as well as auditing responsibilities
- Developed processes to ensure customers are receiving requests in a timely and efficient manner
- Provides a high level of customer service to every transaction and encounter.
- Work with team members to achieve departmental goals while providing excellent customer service
- Implemented new early out self pay vendor—as issues arise they are immediately addressed with the vendor
- Track early out collection rates to ensure they meet or exceed our target goals
- Implemented new bad debt vendor—meet weekly to address issues
- Track bad debt collection rates to ensure they meet or exceed our target goal
- Remains accountable, dependable, reliable, and self-directed to complete work deadlines while maintaining composure

Cash Management

- Manage Cash Operations department—oversee staff of eight
- Review cash procedures and implement the appropriate finance controls to ensure cash is reconciled and posted in a timely manner
- Maintain a high standard of supervisory control across all functions performed
- Knowledge of budgeting and cash forecasting
- Support and drive all insurance companies to pay electronically
- Ability to multi-task with changing deadlines
- Ensures adherence to all policies, procedures and practices

Senior Financial Analyst
November 2014-November 2016
Elliot Hospital-Manchester NH

- Collaborate with clinical, revenue cycle and other EHS departments and leaders to protect revenue, identify opportunities and improve processes
- Assign projects and oversee daily activities of the Revenue Integrity Liaison
- Work with internal and external resources to support vendor applications, systems, tools and resources
- Assist in creation of financial reporting of payer variances, denials and contract variations to ensure accurate and timely payments
- Perform data analysis, trending and management reporting to substantiate positive, compliant net revenue impact
- Serve as a resource for department managers, physicians and administration to obtain data and reports supporting Revenue Cycle
- Develop and monitor metrics to ensure functions of the revenue integrity team are performed efficiently
- Maintains confidentiality of all hospital information.
- Maintains a high level of integrity, professionalism and trust with employees and team members.
- High level of customer service to every transaction and encounter with the ability to effectively communicate and resolves needs/concerns
- Prepare data and presentations for senior leadership

Senior Accountant

March 2009 to October 2014

Elliot Hospital – Manchester, NH

- Researched and resolved monthly cash variances that were outstanding for two years upon arrival
- Implemented policies and procedures that resulted in a variance free cash reconciliation on a monthly basis
- Computed, verified and recorded monthly accruals
- Prepared and submitted monthly reports to external organizations in an accurate and timely manner
- Performed detailed analysis of preliminary financial reports focusing on actual to budget variances of 200 departments
- Executed and prepared the monthly closing of a small company by booking all activity related to Revenue, C/A Cash, A/R and prepared roll forwards
- Computed and prepared monthly consolidations including elimination entries between department's
- Performed complex general accounting functions, including preparation of journal entries, account analysis and balance sheet reconciliations
- Converted New England EMS Institute from cash basis to accrual basis accounting,

- Implemented as well as trained staff on new accrual basis and continued to be a resource to the staff
- Assisted with the implementation of new Pharmacy system and developed a reconciliation process
- Led in reconciling a complex lab reconciliation that was outstanding and unreconciled for 10 years upon arrival
- Developed, analyzed and trained department on various accounting reconciliations including Works EFT program and Paymode
- Resource to the department with streamlining tasks, formula questions and ways to be more efficient with daily tasks
- Prepare year-end audit papers and respond to auditor's questions

Accountant II/Supervisor

May 2005 to November 2007
July 2000-July 2004

University System of New Hampshire

- Supervised and scheduled the work for a team of five (1 full time and four part-time employees) in all facets of Fixed Assets and Equipment
- Provided coaching, training and feedback to all employees on daily tasks.
- Led a six-month Fixed Asset conversion software project by working with IT on required modules, reconciling before the conversion
- Trained, developed reporting and coached F/A clerk on the new system
- Assisted F/A clerk with biennial inventory process and worked with Directors to ensure reports were received back within a 30-day timeframe
- Responsible for monitoring and assigning attributes to fund/org/accounts that are established by department directors
- Reconcile and perform the A133 reconciliation for the annual audit
- Prepare all necessary work papers for Fixed Assets and Indirect Cost at year end close
- Analyzed Actual to budget variances above 10% on the P &L quarterly and provided reconciliations to support financial statements
- Prepared and analyzed auxiliary and internally designated schedule for the financial statements
- Prepared numerous work papers for year-end audit provided to PWC
- Assisted trustee packages by preparing financial data for charts and graphs
- Prepare specific footnotes to support the financial statements
- Examined financial ratios and prepare charts and graphs through specific data
- Prepare deferred revenue and accrued expense entries when needed at the end of the year
- Audited Purchasing Card documents for all USNH departments to ensure departments are following proper policies and procedures to prevent fraudulent activity
- Assisted business managers in ways of correcting reoccurring findings or issues during audits
- Prepared funding requisitions and reconcile bank statements related to HEFA and KEEP constructions projects
- Reconciled Accounts Payable on a monthly basis and provide journal entries to correct variances

Education

Crystal Reports Certification Report Writing
May 2021

Epic Certification Reporting Workbench 2017

Madison WI

University of Phoenix December 2015

Phoenix, AZ

Health Informatics Certification-GPA 4.00

Plymouth State College May 2005

Plymouth, NH

MBA-GPA 3.75

New Hampshire College June 2002

Dover, NH
Business Accounting
Bachelor's Degree-GPA 3.70

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	222,807	0%	
Jodi Marshall	Chief Medical Officer	283,503	0%	
Wassfy Hanna	Medical Director	152,498	0%	
Lisa Burgess	VP of Finance & Administration	145,000	0%	

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-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. DBA Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite #1 Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-9300	1.6 Account Number 05-95-92-922010-(4117, 4121, 2340) 05-95-92-921010-2053 05-95-42-421010-2958	1.7 Completion Date 6/30/2025	1.8 Price Limitation $3,052,145
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Wayne Goss F7709F35E34D47E... Date: 5/23/2023		1.12 Name and Title of Contractor Signatory Wayne Goss President	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED8D05B09C034F2... Date: 5/24/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 43736...		On: 5/26/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS WG
Date 5/23/2023

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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Contractor Initials

Date 5/23/2023

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 WG

Date 5/23/2023

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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Contractor Initials
Date 5/23/2023

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT A

Revisions to Standard Agreement 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 and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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
Mental Health Services

EXHIBIT B

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 9.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA.

The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2. System of Care for Children's Mental Health

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

3. **Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. **Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)**

4.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

4.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

4.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

5. **Division for Children, Youth and Families (DCYF)**

5.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

5.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

6. Crisis Services

6.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

6.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

6.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

6.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

6.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

6.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

6.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

6.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

6.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

6.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

6.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

6.7.2. One (1) peer.

6.7.3. Telehealth access, and on-call psychiatry, as needed.

6.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

6.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

6.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

6.10.1. The location of the crisis.

6.10.2. The safety plan either developed over the phone or on record from prior contact(s).

6.10.3. Any accommodations needed.

6.10.4. Treatment history of the individual, if known.

6.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

6.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

6.11.2. Does not fulfill emergency medication refills.

6.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

6.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

6.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

6.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

6.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

6.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

6.16.1. Face-to-face assessments.

6.16.2. Disposition and decision making.

6.16.3. Initial care and safety planning.

6.16.4. Post crisis and stabilization services.

6.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

6.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

6.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

6.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

6.19.1.1. In or at the individual's home.

6.19.1.2. Community settings.

6.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

6.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth

dispatch by the Rapid Response Access Point, as clinically appropriate;

6.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

6.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

6.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

6.19.6.1. Obtaining the individual's mental health history including, but not limited to:

6.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

6.19.6.1.2. Substance misuse.

6.19.6.1.3. Social, familial and legal factors;

6.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

6.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

6.19.6.4. Conducting a mental status exam.

6.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

6.19.7.1. Staying in place with:

6.19.7.1.1. Stabilization services.

6.19.7.1.2. A safety plan.

6.19.7.1.3. Outpatient providers;

6.19.7.2. Stepping up to crisis stabilization services or apartments.

6.19.7.3. Admission to peer respite or step-up/step-down program.

6.19.7.4. Admission to a crisis apartment.

6.19.7.5. Voluntary hospitalization.

6.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

6.19.7.7. Medical hospitalization.

6.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

6.20.1. Promoting recovery.

6.20.2. Building upon life, social and other skills.

6.20.3. Offering support.

6.20.4. Reviewing crisis and safety plans.

6.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

6.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

6.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

6.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

6.21.3. Provided in the individual and family home, if requested by the individual;

6.21.4. Implemented using methods that include, but are not limited to:

6.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

6.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

6.21.4.2.1. Cognitive Behavior Therapy (CBT).

6.21.4.2.2. Dialectical Behavior Therapy (DBT).

6.21.4.2.3. Solution-focused therapy.

6.21.4.2.4. Developing concrete discharge plans.

6.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

6.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

6.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

6.22.1. Ensure outreach and educational activities may include, but are not limited to:

6.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

6.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

6.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

6.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

6.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

6.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

6.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

6.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

6.22.2.4. Coordinating with homeless outreach services.

6.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

6.23.1. Determine availability of the Rapid Response Teams;

6.23.2. Facilitate response of dispatched teams; and

6.23.3. Resolve the immediate crisis episode.

6.24. The Contractor shall maintain connection to the designated resource tracking system.

6.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

6.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

6.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

6.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

6.26.2.1. Number of unique individuals who received services.

6.26.2.2. Date and time of mobile arrival; and

6.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

6.26.3.1. Diversions from hospitalizations.

6.26.3.2. Diversions from Emergency Rooms.

6.26.3.3. Services provided.

6.26.3.4. Location where services were provided.

6.26.3.5. Length of time service or services provided.

6.26.3.6. Whether law enforcement was involved for safety reasons.

6.26.3.7. Whether law enforcement was involved for other reasons.

6.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

6.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

6.26.3.10. Outcome of service provided, which may include but is not limited to:

6.26.3.10.1. Remained in home.

6.26.3.10.2. Hospitalization.

6.26.3.10.3. Crisis stabilization services.

6.26.3.10.4. Crisis apartment.

6.26.3.10.5. Emergency department.

6.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

7. Adult Assertive Community Treatment (ACT) Teams

7.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

7.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

7.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

7.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

7.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

7.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

7.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

7.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

7.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

7.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

7.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

7.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

7.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

7.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

7.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

7.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

7.4.4. Make a referral for an ACT assessment within (7) days of:

7.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

7.4.4.2. An individual being referred for an ACT assessment;

7.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

7.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

7.4.6.1. Extended hospitalization or incarceration.

7.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

7.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

7.4.7.1. To exceed caseload size requirements; or

7.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

8. Evidence-Based Supported Employment

8.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

8.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

8.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

8.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

8.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

8.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

8.6.1. Job development.

8.6.2. Work incentive counseling.

8.6.3. Rapid job search.

8.6.4. Follow along supports for employed individuals.

8.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

8.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

8.7.1. Work with the Department to identify solutions to meet the demand for services; and

8.7.2. Implement such solutions within 45 days.

8.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

8.9. The Contractor shall ensure SE staff receive:

8.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

8.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

9. Coordination of Care from Residential or Psychiatric Treatment Facilities

9.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

9.1.1. Designate a different liaison for individuals being served through their children's services.

9.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

9.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

9.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

9.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

9.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

9.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

9.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

9.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7)

days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

9.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

10. Coordinated Care and Integrated Treatment

10.1. Primary Care

10.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

10.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

10.1.2.1. Monitor health;

10.1.2.2. Provide medical treatment as necessary; and

10.1.2.3. Engage in preventive health screenings.

10.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

10.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

10.2. Substance Misuse Treatment, Care and/or Referral

10.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

10.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

10.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

10.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

10.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

10.3. Peer Supports

10.3.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

10.3.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

10.3.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

10.3.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

10.4. Transition of Care with MCO's

10.4.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

11. Deaf Services

11.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

11.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

11.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

11.4. The Contractor shall ensure services are person-directed, which may result in:

11.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

11.4.2. Care being shared across the regions; or

11.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

12. Prohealth Coordinated and Collaborative Care Program (Through September 30, 2023)

12.1. The Contractor shall provide population-level health, prevention, outreach, education, health and mental health screening, motivational enhancement, and referral to treatment for individuals including but not limited to youth and cultural and/or linguistic and sexual and/or gender minorities.

12.2. The Contractor shall incorporate person-centered health and mental health screenings with each individual's goals into to the intake, quarterly reassessments, treatment plans, shared plan of care, team meetings, and communications within the CMHC and Federally Qualified Health Center (FQHC).

12.3. The Contractor will continue to implement population health initiatives for individuals with more complex needs to achieve target behavioral and physical outcomes. The Contractor shall:

12.3.1. Utilize routine registries of individuals' behavioral and physical health indicators, referrals, and outcomes; and

12.3.2. Follow-up with individuals to provide motivational enhancement and referrals for case management, integrated services, and evidence-

based practice (EBP) integrated treatment as described in this agreement, as needed when the individual's behavioral and physical health target outcomes are not met.

12.4. The Contractor shall re-engage individuals who begin to dis-engage from care, in order to prevent premature discharge, and assist with coordination tracking, follow-up, and integration of physical and behavioral health care for individuals with more complex needs.

12.5. The Contractor shall maintain staff or subcontractors with experience, credentials, and roles as described by the Department that include, but are not limited to:

12.5.1. Care coordinator(s).

12.5.2. Community health worker(s) and peer expert(s).

12.5.3. Information technology support.

12.6. The Contractor shall submit reports and documentation to the Department that include, but are not limited to:

12.6.1. Real-time and quarterly reports of de-identified and aggregate data which is collected in collaboration with and submitted to the Department or a contracted designee of the Department, and the SAMHSA through secure portals.

12.6.2. Written documentation of self-assessment that demonstrates that the partnership is pursuing the requirements of the Interoperability and Portability Act Stage 2 of meaningful use.

12.6.3. Written documentation of self-assessment that reflects plans to mirror certification or national accreditation standards in the delivery of coordinated, collaborative, and integrated care.

13. Prohealth Integrated Home Health (Through September 30, 2023)

13.1. The Contractor shall provide a person-centered Integrated Health Home aligned with a health integration model described by SAMHSA to ensure integrated delivery of services to individuals with Serious Mental Illness (SMI), Serious Persistent Mental Illness (SPMI), and/or Serious Emotional Disturbance (SED) by a multidisciplinary team of health and mental health professionals that include, but are not limited to:

13.1.1. Primary care service providers.

13.1.2. Community behavioral health care service providers.

13.1.3. Wellness service providers.

13.2. The Contractor shall provide co-located FQHC-delivered integrated primary care screenings, detection, treatment planning, and treatment of physical health conditions.

13.3. The Contractor shall deliver well-child and well-adult screenings, physical exams, immunizations and primary care treatment of physical illnesses.

13.4. The Contractor shall deliver, or refer individuals to, evidence-based practice (EBP) treatment services and integrated treatment, as needed, based on the outcomes of the physical health and wellness screenings and assessments.

13.5. The Contractor shall deliver integrated evidence-based screenings, treatment planning and treatment to individuals with behavioral health conditions with SMI, SPMI, and/or SED at evidence-based intervals.

13.6. The Contractor shall screen individuals for:

13.6.1. Trauma, depression and substance misuse;

13.6.2. Medication misuse;

13.6.3. Involvement or interest in employment and/or education;

13.6.4. Need for Adult ACT Team services; and

13.6.5. Desire for symptom management.

13.7. The Contractor shall provide EBP mental health services to individuals with SMI, SPMI, and/or SED in a stepped approach that ensures feasibility and high quality program implementation. The Contractor shall ensure services include, but are not limited to:

13.7.1. Illness Management and Recovery.

13.7.2. Trauma Focused Cognitive Behavioral Therapy.

13.7.3. Pharmacological treatment promoting the use of Decision Aid for Psychopharmacology.

13.8. The Contractor shall maintain staff or subcontractors at the FQHC with experience, credentials, and roles, as described by the Department, that include, but are not limited to:

13.8.1. Site project director.

13.8.2. Primary care advanced practice nurse or provider(s).

13.8.3. Primary care medical assistant(s).

13.8.4. Interview and data entry staff.

13.9. The Contractor shall submit documentation and reports to the Department that include, but are not limited to:

13.9.1. Quarterly reports, due by the fifteenth (15) day of the month prior to the close of the quarter, that include brief narratives of progress, training, and plans, policies, procedures, templates, and guidance changed to align with integration and wellness, in a format requested by the Department.

13.9.2. Quarterly reports of aggregated medical history and primary care provider and quarterly documented contact with primary care provider, past year physical exam and wellness visit documentation, in collaboration with and submitted to the Department or a contracted designee of the Department in a format and transmittal approved by the Department.

13.9.3. Quarterly reports of de-identified height, weight, body mass index (BMI), waist circumference, blood pressure, tobacco use and/or breath carbon monoxide, plasma glucose, and lipid documentation from the SAMHSA SPARS portal.

13.9.4. Quarterly quality improvement plans.

13.9.5. Quarterly reports on plans for sustainability that identify the policy and financing changes required to sustain project activities.

14. Prohealth Wellness Interventions and Health Counseling (Through September 30, 2023)

14.1. The Contractor shall provide individuals with, or refer individuals to, wellness programs that include multiple options tailored to individuals and that include health coaches to assist individuals with selecting options that best match individual needs and interests.

14.2. The Contractor shall ensure options include, but are not limited to:

14.2.1. One-time brief Motivational Enhancement interventions; Let's Talk About Smoking (LTAS), Vaping Education, Let's Talk About Feeling Good (LTAFG), and health education.

14.2.2. Access to medications associated with wellness interventions, including, but not limited to:

14.2.2.1. Nicotine replacement therapy (NRT).

14.2.2.2. NRT starter packs.

14.2.2.3. Onsite prescribing and pharmacy to maintain NRT supply.

14.2.2.4. Access other smoking cessation medication, which may include but is not limited to, varenicline and/or bupropion.

14.2.3. An individual one-time prevention contact and population level prevention initiatives that include materials for motivational enhancement, resources, and referrals for youth younger than sixteen (16) years of age.

14.2.4. The Breathe Well Live Well (BWLW) program with Care2Quit designed for smokers with SMI, SPMI, or SED, and includes health counseling using motivational interviewing, cognitive behavioral therapy, and stages of change-based interventions to motivate risk reduction and quit attempts. The Contractor shall ensure BWLW includes counseling of an individual in the natural support system of the individual using Care2Quit curriculum, referral for cessation pharmacotherapy, and incentives for participation and quit attempts.

14.2.5. The Healthy Choices Healthy Changes (HCHC) program designed for individuals with SMI, SPMI, and/or SED who are overweight or obese and includes health counseling using motivational interviewing, cognitive behavioral therapy, and stages of change-based interventions to motivate risk reduction and acquisition of healthy habits and weight management. The Contractor shall ensure HCHC includes:

14.2.5.1. A gym membership for twelve (12) months;

14.2.5.2. A wellness specialist and an InSHAPE health mentor;

14.2.5.3. A Weight Watchers membership for one (1) year;

14.2.5.4. The Weight Watchers mobile application for individuals who are 18 years of age and older or the MyFitnessPal mobile application for youth younger than 18 years of age; and

14.2.5.5. A structured incentives program for participation and initiating behavior change.

14.2.6. Referrals and facilitated community engagement in wellness treatment services, including but not limited to:

14.2.6.1. A web-based application and text subscriptions.

14.2.6.2. New Hampshire Helpline telephone counseling services.

14.2.6.3. MyLifeMyQuit.

14.2.6.4. Tobacco and obesity education.

14.2.6.5. Diabetes education programs.

14.2.6.6. Other related programs in this agreement based on the outcomes of health screening and treatment planning goals identified above.

14.3. The Contractor shall maintain staff or subcontractors with experience, credentials, and roles, as described by the Department, that include but are not limited to:

14.3.1. Wellness specialist(s).

14.3.2. Health mentor(s).

15. CANS/ANSA or Other Approved Assessment

15.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

15.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

15.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

15.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

15.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

15.3.1. Utilized to develop an individualized, person-centered treatment plan;

15.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

15.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

15.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

15.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

15.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

15.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

15.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

16. Pre-Admission Screening and Resident Review

16.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

16.2. Upon request by the Department, the Contractor shall:

16.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

16.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

16.2.2.1. Requires nursing facility care; and

16.2.2.2. Has active treatment needs.

17. Application for Other Services

17.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

17.1.1. Medicaid.

17.1.2. Medicare.

17.1.3. Social Security Disability Income.

17.1.4. Veterans Benefits.

17.1.5. Public Housing.

17.1.6. Section 8 Subsidies.

17.1.7. Child Care Scholarship.

18. Community Mental Health Program (CMHP) Status

18.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

18.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

19. Quality Improvement

19.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

19.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

19.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

19.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

19.3.1. Submit all required information in a format provided by the Department or contracted vendor;

19.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

19.3.3. Support all efforts of the Department to conduct the survey;

19.3.4. Promote survey participation of individuals sampled to participate; and

19.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

19.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

19.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

20. Maintenance of Fiscal Integrity

20.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

20.1.1. Balance Sheet;

20.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

20.1.2.1. All revenue sources and expenditures; and

20.1.2.2. A budget column allowing for budget to actual analysis;

20.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

20.1.3.1. All revenue sources and all related expenditures for the Program; and

20.1.3.2. A budget column allowing for budget to actual analysis; and

20.1.4. Cash Flow Statement.

20.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

20.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

20.3.1. Days of Cash on Hand:

20.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

20.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature

within three (3) months and should not include common stock.

20.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

20.3.2. Current Ratio:

20.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

20.3.2.2. Formula: Total current assets divided by total current liabilities.

20.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

20.3.3. Debt Service Coverage Ratio:

20.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

20.3.3.2. Definition: The ratio of net income to the year to date debt service.

20.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

20.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

20.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

20.3.4. Net Assets to Total Assets:

20.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

20.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

20.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

20.3.4.4. Source of Data: The Contractor's monthly financial statements.

20.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

20.4. In the event that the Contractor does not meet either:

20.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

20.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

20.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

20.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

20.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

20.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

20.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

20.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

20.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

20.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

21. Reduction or Suspension of Funding

21.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

21.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

21.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

21.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

21.3.2. Crisis services for all individuals.

21.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

21.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

22. Elimination of Programs and Services by Contractor

22.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

22.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

22.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

22.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

22.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

22.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

23. Data Reporting

23.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

23.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

23.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

23.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

23.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

23.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

23.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

23.6.2. Ensuring data files and records are consistent with reporting specification requirements.

23.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

23.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

23.6.5. Participating in Departmental efforts for system-wide data quality improvement.

23.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

23.6.6.1. All data is formatted in accordance with the file specifications;

23.6.6.2. No records will reject due to illegal characters or invalid formatting; and

23.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

23.7. The Contractor shall meet the following standards:

23.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

23.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 23.8.

23.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

23.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

23.8.1. The waiver length shall not exceed 180 days.

23.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

23.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

23.8.4. Failure of the Contractor to implement the plan may require:

23.8.4.1. Another plan; or

23.8.4.2. Other remedies, as specified by the Department.

24. Privacy Impact Assessment

24.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

24.1.1. How PII is gathered and stored;

24.1.2. Who will have access to PII;

24.1.3. How PII will be used in the system;

24.1.4. How individual consent will be achieved and revoked; and

24.1.5. Privacy practices.

24.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 4.56% Federal funds, PROHEALTH NH, as awarded on 8/25/22, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.243, FAIN H79SM080245.
   1.2. 94.95% General funds.
   1.3. .49% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. 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 noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

Program to be Funded	SFY2024 Amount	SFY2025 Amount	TOTALS
Div. for Children Youth and Families (DCYF) Consultation	$ 1,770.00	$ 1,770.00	$ 3,540.00
Rapid Response Crisis Services	$ 1,176,094.00	$ 1,176,094.00	$ 2,352,188.00
Assertive Community Treatment Team (ACT) - Adults	$ 225,000.00	$ 225,000.00	$ 450,000.00
ACT Enhancement Payments	$ 12,500.00	$ 12,500.00	$ 25,000.00
Behavioral Health Services Information System (BHSIS)	$ 10,000.00	$ 5,000.00	$ 15,000.00
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	$ 5,000.00	$ 5,000.00	$ 10,000.00
Rehabilitation for Empowerment, Education and Work (RENEW)	$ 6,000.00	$ 6,000.00	$ 12,000.00
General Training Funding	$ 5,000.00	$ 5,000.00	$ 10,000.00
System Upgrade Funding	$ 15,000.00	$ 15,000.00	$ 30,000.00
System of Care 2.0	$ 5,300.00	$ -	$ 5,300.00
ProHealth NH Grant	$ 139,117.00	$ -	$ 139,117.00
Community Behavioral Health Clinic (Stipends)	$ -	$ -	$ -
Total	$1,600,781.00	$1,451,364.00	$3,052,145.00

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a

maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-2, Budget through Exhibit C-3, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL REIMBURSEMENT
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	$225,000
ACT Enhancements	1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment. OR 2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized	$12,500

	Substance Abuse Treatment (S7) fidelity measures.	

7.6. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL REIMBURSEMENT
$2,500	$250/Person X 10 People = $2,500	$5,000

7.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs

7.9. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.10. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.11. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program	$5,000.00
Indirect Costs (not to exceed 6%)	$300.00
Total	**$5,300.00**

7.12. ProHealth NH: Payment for ProHealth services shall be made monthly throughout the duration of the grant period, which ends September 29, 2023 as follows:

7.12.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of programming as outlined in Exhibit B, Scope of Services, and shall be in accordance with Exibit C-1, Budget.

7.12.2. The Contractor agrees to keep records of their activities related to Department programs and services.

7.13. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

8.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

8.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

9. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

9.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

9.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

9.3. Identifies and requests payment for allowable costs incurred in the previous month.

9.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

9.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

9.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

10. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

11. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

13.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

13.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

13.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

13.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

13.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Behavioral Health & Developmental Services of	
Budget Request for:	Mental Health Services (Prohealth)	
Budget Period	7/1/2023-6/30/2024	
Indirect Cost Rate (if applicable)	10.00%	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$49,000	$0
2. Fringe Benefits	$24,010	$0
3. Consultants	$36,000	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$500	$0
5.(e) Supplies Office	$840	$0
6. Travel	$2,000	$0
7. Software	$2,500	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$1,000	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$2,100	$0
Other (please specify)	$20	$0
Other (please specify)	$1,500	$0
Other (please specify)	$7,000	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$126,470	$0
Total Indirect Costs	$12,647	$0
TOTAL	$139,117	$0

Contractor: WG (DS)

SS-2024-DBH-01-MENTA-09

Date: 5/23/2023

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Behavioral Health & Developmental Services of	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2023-6/30/2024	
Indirect Cost Rate (if applicable)	10.00%	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$650,653	$90,000
2. Fringe Benefits	$318,820	$44,100
3. Consultants	$75,000	$25,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$500	$0
5.(e) Supplies Office	$500	$0
6. Travel	$11,000	$0
7. Software	$3,000	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$2,000	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$5,703	$0
Other (please specify)	$2,000	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$1,069,176	$159,100
Total Indirect Costs	$106,918	$15,910
TOTAL	$1,176,094	$175,010

Contractor: DS WG

Date: 5/23/2023

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Behavioral Health & Developmental Services of	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2024-6/30/2025	
Indirect Cost Rate (if applicable)	10.00%	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$650,653	$90,000
2. Fringe Benefits	$318,820	$44,100
3. Consultants	$75,000	$25,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$500	$0
5.(e) Supplies Office	$500	$0
6. Travel	$11,000	$0
7. Software	$3,000	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$2,000	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$5,703	$0
Other (please specify)	$2,000	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$1,069,176	$159,100
Total Indirect Costs	$106,918	$15,910
TOTAL	$1,176,094	$175,010

Contractor: WG (DS)

Date: 5/23/2023

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: Community Partners

5/23/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President

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 Partners

5/23/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President

DS
WG
Vendor Initials
5/23/2023
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Community Partners

5/23/2023
Date

DocuSigned by:
Wayne Goss
E7704F35EB4047E...
Name: Wayne Goss
Title: President

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

DS
WG
Contractor Initials

Date 5/23/2023

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Community Partners

5/23/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President

DS
WG
Contractor Initials

5/23/2023
Date

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Community Partners

5/23/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President

Contractor Initials DS WG
Date 5/23/2023

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.

Contractor Initials WG

Date 5/23/2023

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.

Contractor Initials WG

Date 5/23/2023

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 Partners
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Wayne Goss
Name of Authorized Representative	Name of Authorized Representative
Director	President
Title of Authorized Representative	Title of Authorized Representative
5/24/2023	5/23/2023
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 (UEI #)
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: Community Partners

5/23/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
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 UEI (SAM.gov) number for your entity is: F6H7M3LQKZP4

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "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.

6. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential Data.

7. "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.

8. "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.

9. "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.

10. "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.

11. "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. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to 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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data 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 Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
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 Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential 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 Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, 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 Confidential Data.

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 DHHS 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 DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire 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 DHHS.

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 Confidential Data or 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 Confidential 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 Confidential 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, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    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

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: **62273**

Certificate Number: **0006194241**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2023.

David M. Scanlan

Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **455172**

Certificate Number: **0006237659**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of May A.D. 2023.

David M. Scanlan

Secretary of State

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 May 23rd, 2023, 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 was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/26/23

Signature of Elected Officer
Name: Gary Gletow
Title: Secretary

DocuSign Envelope ID: AC326225-E883-4F02-B975-68EB2488506F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2022

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 : Hanover Ins Group INSURER B : Granite State Health Care and Human Services Self-I INSURER C : Philadelphia Indemnity Ins Co — 18058 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22-23 All w/D&O 23-24 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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [X] OTHER: Professional Liability			ZDV-J217764-00	11/01/2022	11/01/2023	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 $ 100,000 $ 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			AWVJ207949-00	11/01/2022	11/01/2023	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 $ 0			UHVJ207889-00	11/01/2022	11/01/2023	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000
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		HCHS20220000545 (3a.) NH	01/01/2023	01/01/2024	[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	Directors & Officers Liability			PHSD1754200	11/01/2022	11/01/2023	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)

Refer to policy for exclusionary endorsements and special provisions.

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

113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency

Mission: Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

Community Partners
Behavioral Health & Developmental Services of Strafford County, Inc.

BerryDunn

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2022 and 2021

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries

Opinion

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, 2022 and 2021, 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.

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, 2022 and 2021, 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.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with U.S. generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on 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 consolidating 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 consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 3, 2022

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Financial Position

June 30, 2022 and 2021

	2022	2021
ASSETS		
Cash and cash equivalents	$ 9,709,578	$ 6,897,442
Restricted cash	112,619	112,592
Accounts receivable, net	2,135,448	2,797,374
Grants receivable	591,137	299,756
Prepaid expenses	286,650	460,431
Property and equipment, net	2,512,205	2,492,164
Total assets	$15,347,637	$13,059,759
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	$ 2,105,943	$ 2,055,823
Paycheck Protection Program (PPP) funding	-	3,375,000
Estimated third-party liabilities	1,757,667	1,206,028
Operating lease payable	120,634	98,894
Loan fund	89,656	89,629
Notes payable	459,039	553,729
Total liabilities	4,532,939	7,379,103
Net assets		
Without donor restrictions	10,742,284	5,600,644
With donor restrictions	72,414	80,012
Total net assets	10,814,698	5,680,656
Total liabilities and net assets	$15,347,637	$13,059,759

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Activities

Years Ended June 30, 2022 and 2021

	2022	2021
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	$38,225,994	$34,521,525
Medicare revenue	318,134	304,321
Client resources	2,165,275	2,081,203
Contract revenue	3,684,935	3,014,955
Grant income	3,516,082	2,369,938
Interest income	17,435	21,309
Other program revenue	-	44,650
Public support	3,507,647	125,308
Other revenue	113,459	921,198
Total public support and revenue	51,548,961	43,404,407
Net assets released from restrictions	30,932	59,689
Total public support, revenue, and releases	51,579,893	43,464,096
Expenses		
Program services		
Case management	1,197,952	1,107,522
Day programs and community support	4,790,969	4,770,513
Early support services and youth and family	4,786,014	4,555,661
Family support	639,592	646,820
Residential services	17,572,714	14,833,402
Consolidated services	5,270,513	4,621,721
Adult services	3,065,530	2,601,108
Emergency services	856,877	679,164
Other	4,206,251	4,279,398
Total program expenses	42,386,412	38,095,309
Supporting services		
General management	4,051,841	3,786,813
Total expenses	46,438,253	41,882,122
Change in net assets without donor restrictions	5,141,640	1,581,974
Changes in net assets with donor restrictions		
Grants and contributions	23,334	37,953
Net assets released from restrictions	(30,932)	(59,689)
Change in net assets with donor restrictions	(7,598)	(21,736)
Change in net assets	5,134,042	1,560,238
Net assets, beginning of year	5,680,656	4,120,418
Net assets, end of year	$10,814,698	$ 5,680,656

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2022

	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	$ 862,564	$ 3,706,450	$ 4,867,194	$ 326,431	$ 18,494,871	$ 5,755,660	$ 3,526,680	$ 97,652	$ 588,492	$ 38,225,994	$ -	$ 38,225,994
Medicare revenue	-	42,089	-	-	-	-	204,109	-	71,936	318,134	-	318,134
Client resources	41,648	48,110	525,533	-	1,218,738	34,328	193,903	1,147	103,870	2,165,275	-	2,165,275
Contract revenue	61,711	406,321	405,242	77,610	63,849	46,470	31,360	611,035	1,841,094	3,544,692	140,243	3,684,935
Grant income	25,124	199,059	183,983	36,863	1,311,457	87,050	161,415	9,584	1,444,526	3,459,061	57,021	3,516,082
Interest income	-	5	-	-	-	-	-	-	7	12	17,423	17,435
Public support	6,543	426	2,904	13,696	2,195	4,173	880	-	131,675	162,492	3,376,087	3,538,579
Other revenue	2,073	12,132	9,151	573	32,024	7,589	35,672	1,109	7,475	107,798	5,661	113,459
Total public support and revenue	999,661	4,412,592	5,994,007	455,173	21,123,134	5,935,270	4,154,019	720,527	4,189,075	47,983,458	3,596,435	51,579,893
Expenses												
Salary and wages	864,451	2,290,639	3,027,009	169,392	1,559,378	1,872,846	2,213,258	372,611	2,296,390	14,465,972	2,622,748	17,088,720
Employee benefits	149,252	601,201	529,744	35,485	336,238	116,874	1,411	53,242	627,876	2,451,323	429,617	2,880,940
Payroll taxes	51,885	195,807	237,544	13,150	121,551	155,454	124,095	29,277	203,053	1,131,796	188,223	1,320,019
Contracted substitute staff	-	50	-	-	-	-	-	-	-	50	-	50
Client treatment services	108,522	623,262	124,688	319,748	5,826,855	2,874,568	194,353	-	36,417	10,108,411	60	10,108,471
Professional fees and consultants	30,160	58,440	233,955	13,758	57,539	16,043	72,822	149,550	159,159	791,426	208,134	999,560
Subcontractors	-	-	-	-	9,298,327	-	-	-	-	9,298,327	-	9,298,327
Staff development and training	4,732	8,122	28,695	166	3,569	901	16,500	8,683	14,243	85,611	65,004	150,615
Rent	-	101,074	104,000	-	38,242	-	74,131	7,267	93,593	418,307	18,541	436,848
Interest	1,327	865	701	211	2,906	340	82	10	13,407	19,849	1,891	21,740
Utilities	8,644	45,702	18,103	1,366	16,168	2,192	20,974	1,575	33,430	148,154	15,840	163,994
Building maintenance and repairs	21,680	93,989	43,876	3,205	32,067	5,230	62,684	2,093	82,496	347,320	34,179	381,499
Other occupancy costs	20,018	105,449	48,389	3,185	22,838	5,133	34,452	4,765	54,531	298,760	30,390	329,150
Office	15,154	75,074	66,374	3,959	32,803	5,591	40,419	52,082	91,762	383,218	166,634	549,852
Building and housing	1,874	12,276	5,944	385	8,984	504	4,507	426	9,547	42,447	4,377	46,824
Client consumables	-	12,703	2,788	1,549	25,515	33,774	2,159	1,840	35,336	115,664	528	116,192
Medical	2,223	4,452	3,367	358	2,139	583	2,207	738	3,532	19,599	3,732	23,331
Equipment maintenance	30,004	118,039	142,276	6,635	55,828	12,842	90,967	16,664	100,279	573,534	94,312	667,846
Depreciation	19,415	75,004	42,225	4,729	40,572	9,458	9,236	1,881	47,099	249,619	34,502	284,121
Advertising	-	50	50	-	-	479	50	-	100	729	155	884
Printing	-	4	14	-	-	-	33	2	106	159	48	207
Telephone and communications	22,111	71,412	54,807	4,077	16,234	6,228	41,145	6,920	50,245	273,179	57,584	330,763
Postage and shipping	786	3,135	4,457	189	1,625	378	2,867	608	7,268	21,313	2,850	24,163
Transportation	6,839	118,854	15,818	287	29,989	97,369	8,238	140,277	21,802	439,473	18,746	458,219
Assistance to individuals	29,577	82,077	3,738	53,409	16,879	47,876	6,088	478	31,567	271,689	2,197	273,886
Insurance	9,307	87,309	45,948	2,067	28,457	5,735	36,888	5,875	36,320	259,906	48,100	308,006
Membership dues	-	1,297	-	-	-	103	2,813	-	120,023	124,236	3,380	127,616
Other	11	4,683	1,504	2,282	13	14	1,151	13	36,670	46,341	69	46,410
Total expenses	1,197,952	4,790,969	4,786,014	639,592	17,572,714	5,270,513	3,065,530	856,677	4,206,251	42,386,412	4,051,841	46,438,253
Change in net assets without restrictions	$ (198,291)	$ (378,377)	$ 1,207,993	$ (184,419)	$ 3,550,420	$ 664,757	$ 1,088,489	$ (136,350)	$ (17,176)	$ 5,597,046	$ (455,406)	$ 5,141,640

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 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	217,818	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
Interest	1,681	2,302	968	265	4,077	429	419	18	15,071	25,208	2,392	27,600
Rent	-	99,994	100,086	-	37,299	-	72,381	7,188	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	3,633	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	29	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	48,299	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
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	2,601,106	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	$ 1,898,748	$ (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.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years Ended June 30, 2022 and 2021

	2022	2021
Cash flows from operating activities		
Change in net assets	$ 5,134,042	$ 1,560,238
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	284,121	299,387
PPP funding	(3,375,000)	-
Forgiveness of note payable	-	(50,000)
Change in operating assets and liabilities		
Accounts receivable, net	661,926	(704,649)
Grants receivable	(291,381)	292,184
Prepaid expenses	173,781	24,836
Accounts payable and accrued expenses	50,120	(786,732)
Estimated third-party liabilities	551,639	174,459
Operating lease payable	21,740	26,664
Loan fund	27	67
Net cash provided by operating activities	3,211,015	836,454
Cash flows from investing activities		
Acquisition of property and equipment	(304,162)	(559,924)
Cash flows from financing activities		
Proceeds from notes payable	58,013	-
Principal payments on notes payable	(152,703)	(180,307)
Net cash used by financing activities	(94,690)	(180,307)
Net increase in cash and restricted cash	2,812,163	96,223
Cash and restricted cash, beginning of year	7,010,034	6,913,811
Cash and restricted cash, end of year	$ 9,822,197	$ 7,010,034
Composition of cash and restricted cash, end of year:		
Cash and cash equivalents	$ 9,709,578	$ 6,897,442
Restricted cash	112,619	112,592
	$ 9,822,197	$ 7,010,034

The accompanying notes are an integral part of these consolidated financial statements.

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 statements 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:

	2022	2021
Funds received	$ 123,977	$ 115,694
Funds disbursed	60,857	104,438
	$ 63,120	$ 11,256

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	$ 822,515
Funds disbursed	520,995
	$ 301,520

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).

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 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, 2022 and 2021.

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 $2,135,448; $2,797,374; and $2,092,725 as of June 30, 2022, 2021 and 2020, 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 depreciate 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 Accounting Standards Update (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 Liabilities

The Organization's estimated third-party liabilities 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. Estimated third-party liabilities amounted to $1,757,667; $1,206,028; and $1,031,569 as of June 30, 2022, 2021 and 2020, respectively.

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 lines 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 2022 and 2021.

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:

	2022	2021
Cash and cash equivalents, excluding net assets with donor restrictions	$ 9,637,164	$ 6,817,430
Accounts receivable, net	2,135,448	2,797,374
Grants receivable	591,137	299,756
Financial assets available to meet general expenditures within one year	$12,363,749	$ 9,914,560

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, 2022 and 2021, the Organization held cash totaling $89,656 and $89,629, 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, 2022 and 2021, 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:

	2022	2021
Land and buildings	$ 2,218,893	$ 2,218,893
Building improvements	2,597,708	2,492,167
Vehicles	985,997	912,500
Equipment and furniture	2,947,629	2,947,629
	8,750,227	8,571,189
Less accumulated depreciation	6,238,022	6,079,025
	$ 2,512,205	$ 2,492,164

5. Lines 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 5.00% at June 30, 2022. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2022 and 2021, there was no outstanding balance on the revolving 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 5.75% at June 30, 2022. The line of credit has a maturity date of February 28, 2027. At June 30, 2022 and 2021, there was no outstanding balance on the equipment 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, 2022 and 2021

6. Notes Payable

Notes payable consisted of the following:

	2022	2021
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).	$ **2,248**	$ 49,863
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
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.	**65,265**	81,167
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.	**6,668**	35,292
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.	**87,146**	106,282
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.	**220,410**	246,907
Note payable to a bank, payable in monthly installments totaling $789, including interest at 7.69%, through March 2025; collateralized by a certain vehicle.	**23,373**	30,738
Note payable to a bank, payable in monthly installments totaling $989, including interest at 6.89%, through November 2027; collateralized by a certain vehicle.	**53,929**	-
	$ **459,039**	$ 553,729

The scheduled maturities of long-term debt are as follows:

2023	$ 87,910
2024	83,039
2025	85,079
2026	76,793
2027	59,602
Thereafter	66,616
	$ 459,039

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 July 2023 through March 2033. Total rent expense charged to operations was $436,853 in 2022 and $449,882 in 2021.

Future minimum operating lease payments are as follows:

2023	$ 480,901
2024	434,358
2025	308,117
2026	293,105
2027	296,217
Thereafter	1,625,731
	$ 3,438,429

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

Approximately 74% and 80% of public support and revenue of the Organization was derived from Medicaid for the years ended June 30, 2022 and 2021, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	2022	2021
Developmental Services	$ 1,404,357	$ 2,486,349
Behavioral Health Services	106,926	69,254
	$ 1,511,283	$ 2,555,603

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. Management expects the contract to be renewed in 2023 under similar terms.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2026.

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 2022 and 2021, 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, 2022 were $412,193 and during the year ended June 30, 2021 were $429,191. The total expense for the year ended June 30, 2022 for the Developmental Services division was $243,650, and for the Behavioral Health Services division was $168,543. 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.

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 3, 2022, which is the date that the consolidated financial statements were available to be issued.

11. Uncertainty and Relief Funding

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 and Coronavirus Response and Relief Supplemental Appropriations Act of 2021 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its 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. The U.S government has enacted three statutes into law to address the economic impact of the COVID-19 outbreak: the first on March 27, 2020, called the CARES Act; the second on December 27, 2020, called the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA); and the third on March 11, 2021 called the American Rescue Plan Act (ARPA). The CARES Act, CRRSAA and ARPA, among other things, 1) authorize emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provide additional funding for grants and technical assistance; 3) delay due dates for employer payroll taxes and estimated tax payments for organizations; and 4) revise provisions of the Code, including those related to losses, charitable deductions, and business interest. Management has evaluated the impact of these statutes on the Organization, including their potential benefits and limitations that may result from additional funding. Management has evaluated the impact of the CARES Act, CRRSAA and ARPA 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. During 2022, the Organization received notification of full forgiveness from the Small Business Administration (SBA) and is included in public support in the consolidated statement of activities. The loan forgiveness is subject to audit from the SBA for six years from the date of forgiveness.

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 HHS. 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. During the years ended June 30, 2022 and 2021, the Organization received Phase 4 of PRF in the amount of $54,950 and Phase 2 of PRF in the amount of $635,707, respectively.

During the year ended June 30, 2021, management believed the Organization had met the conditions necessary to recognize a portion of Phase 2 PRF included in grant income in the consolidated statement of activities in the amount of $271,086. The remaining PRF of $364,621 were included in estimated third-party liability in the consolidated statement of financial position at June 30, 2021. During the year ended June 30, 2022, management believed the Organization had met the conditions necessary to recognize the remaining amount of Phase 2 PRF and the conditions of Phase 4 PRF. As a result, $419,571 of PRF is included in grant income in the consolidated statement of activities. 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 for the year ended June 30, 2021.

During 2022, the Organization was awarded emergency grant funding under the ARPA and the funds were passed through the State of New Hampshire in the amount of $2,025,855 for the purpose of recruitment, retention, or training of direct support workers. As of June 30, 2022, management believed the Organization had met the conditions necessary to recognize a portion of the ARPA funds in the amount of $1,526,018 which is included in grant income in the consolidated statement of activities. The remaining $499,837 of ARPA funds are included in estimated third-party liability in the consolidated statement of financial position at June 30, 2022. The Organization has until fiscal year 2024 to spend the remaining ARPA funds.

SUPPLEMENTARY INFORMATION

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2022 and 2021

	2022						2021					
	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	$ 6,885,073	$ 2,521,565	$ 1,420	$ 301,520	$ -	$ 9,709,578	$ 5,011,376	$ 1,646,324	$ 1,342	$ 238,400	$ -	$ 6,897,442
Restricted cash	112,619	-	-	-	-	112,619	112,592	-	-	-	-	112,592
Accounts receivable, net	1,628,241	2,849,312	61	-	(2,342,166)	2,135,448	2,576,048	1,637,484	63	-	(1,416,221)	2,797,374
Grants receivable	45,834	545,303	-	-	-	591,137	51,958	247,798	-	-	-	299,756
Prepaid expenses	161,433	125,217	-	-	-	286,650	250,113	210,318	-	-	-	460,431
Interest in net assets of subsidiaries	299,692	-	-	-	(299,692)	-	236,500	-	-	-	(236,500)	-
Property and equipment, net	2,149,363	362,842	-	-	-	2,512,205	2,164,294	327,870	-	-	-	2,492,164
Total assets	$ 11,282,255	$ 6,404,239	$ 1,481	$ 301,520	$ (2,641,858)	$ 15,347,637	$ 10,402,881	$ 4,069,794	$ 1,405	$ 238,400	$ (1,652,721)	$ 13,059,759
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	$ 4,342,617	$ 102,184	$ 3,308	$ -	$ (2,342,166)	$ 2,105,943	$ 3,248,417	$ 220,322	$ 3,305	$ -	$ (1,416,221)	$ 2,055,823
PPP funding	-	-	-	-	-	-	3,375,000	-	-	-	-	3,375,000
Estimated third-party liabilities	944,032	813,635	-	-	-	1,757,667	973,551	232,477	-	-	-	1,206,028
Operating lease payable	29,869	90,765	-	-	-	120,634	24,486	74,408	-	-	-	98,894
Loan fund	89,656	-	-	-	-	89,656	89,629	-	-	-	-	89,629
Notes payable	459,039	-	-	-	-	459,039	550,249	3,480	-	-	-	553,729
Total liabilities	5,865,213	1,006,584	3,308	-	(2,342,166)	4,532,939	8,261,332	530,687	3,305	-	(1,416,221)	7,379,103
Net assets (deficit)												
Without donor restrictions	5,417,042	5,397,655	(1,827)	229,106	(299,692)	10,742,284	2,141,549	3,539,107	(1,900)	158,388	(236,500)	5,600,644
With donor restrictions	-	-	-	72,414	-	72,414	-	-	-	80,012	-	80,012
Total net assets (deficit)	5,417,042	5,397,655	(1,827)	301,520	(299,692)	10,814,698	2,141,549	3,539,107	(1,900)	238,400	(236,500)	5,680,656
Total liabilities and net assets (deficit)	$ 11,282,255	$ 6,404,239	$ 1,481	$ 301,520	$ (2,641,858)	$ 15,347,637	$ 10,402,881	$ 4,069,794	$ 1,405	$ 238,400	$ (1,652,721)	$ 13,059,759

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2022 and 2021

	2022						2021					
	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	$ 30,094,814	$ 8,131,180	$ -	$ -	$ -	$ 38,225,994	$ 26,121,805	$ 8,399,720	$ -	$ -	$ -	$ 34,521,525
Medicare revenue	-	318,134	-	-	-	318,134	-	304,321	-	-	-	304,321
Client resources	1,481,359	703,916	-	-	-	2,185,275	1,504,575	576,628	-	-	-	2,081,203
Contract revenue	2,222,052	1,462,883	-	-	-	3,684,935	2,006,387	1,008,568	-	-	-	3,014,955
Grant income	1,830,416	1,685,666	-	-	-	3,516,082	711,348	1,658,590	-	-	-	2,369,938
Interest income	12,241	5,194	-	-	-	17,435	15,435	5,874	-	-	-	21,309
Other program income	-	-	-	-	-	-	44,650	-	-	-	-	44,650
Public support	1,716,248	1,690,756	-	100,643	-	3,507,647	39,799	7,768	-	77,741	-	125,308
Other revenue	93,638	82,940	9,077	-	(72,196)	113,459	831,891	100,563	9,067	-	(20,323)	921,198
Total public support and revenue	37,430,768	14,080,669	9,077	100,643	(72,196)	51,648,961	31,275,890	12,062,032	9,067	77,741	(20,323)	43,404,407
Net assets released from restrictions	-	-	-	30,932	-	30,932	-	-	-	59,689	-	59,689
Total public support, revenues and releases	37,430,768	14,080,669	9,077	131,575	(72,196)	51,679,893	31,275,890	12,062,032	9,067	137,430	(20,323)	43,464,096
Expenses												
Program services												
Case management	1,197,952	-	-	-	-	1,197,952	1,107,522	-	-	-	-	1,107,522
Day programs and community support	3,498,685	1,292,284	-	-	-	4,790,969	3,757,624	1,012,889	-	-	-	4,770,513
Early support services and youth and family	1,749,931	3,036,083	-	-	-	4,786,014	1,847,423	2,708,238	-	-	-	4,555,661
Family support	639,592	-	-	-	-	639,592	646,820	-	-	-	-	646,820
Residential services	17,572,714	-	-	-	-	17,572,714	14,833,402	-	-	-	-	14,833,402
Consolidated services	5,270,513	-	-	-	-	5,270,513	4,621,721	-	-	-	-	4,621,721
Adult services	205,788	2,859,742	-	-	-	3,065,530	187,582	2,413,526	-	-	-	2,601,108
Emergency services	-	856,877	-	-	-	856,877	-	679,164	-	-	-	679,164
Other	1,704,623	2,440,771	9,004	60,857	(9,004)	4,206,251	1,831,867	2,343,093	9,004	104,438	(9,004)	4,279,398
Total program expenses	31,839,798	10,485,757	9,004	60,857	(9,004)	42,386,412	28,833,961	9,156,910	9,004	104,438	(9,004)	38,095,309
Supporting services												
General management	2,315,477	1,736,364	-	-	-	4,051,841	2,124,351	1,662,462	-	-	-	3,786,813
Total expenses	34,155,275	12,222,121	9,004	60,857	(9,004)	46,438,253	30,958,312	10,819,372	9,004	104,438	(9,004)	41,882,122
Change in net assets (deficit) without donor restrictions	3,275,493	1,858,548	73	70,718	(63,192)	5,141,640	317,578	1,242,660	63	32,992	(11,319)	1,581,974
Changes in net assets with donor restrictions												
Grants and contributions	-	-	-	23,334	-	23,334	-	-	-	37,953	-	37,953
Net assets released from restrictions	-	-	-	(30,932)	-	(30,932)	-	-	-	(59,689)	-	(59,689)
Change in net assets with donor restrictions	-	-	-	(7,598)	-	(7,598)	-	-	-	(21,736)	-	(21,736)
Change in net assets (deficit)	3,275,493	1,858,548	73	63,120	(63,192)	5,134,042	317,578	1,242,660	63	11,256	(11,319)	1,560,238
Net assets (deficit), beginning 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
Net assets (deficit), end of year	$ 5,417,042	$ 5,397,655	$ (1,827)	$ 301,520	$ (299,692)	$ 10,814,698	$ 2,141,549	$ 3,539,107	$ (1,900)	$ 238,400	$ (236,500)	$ 5,680,656

Community Partners
BOARD OF DIRECTORS Effective November 2023-2024

PRESIDENT
Wayne Goss (C) **(Joined 01/28/14)**

TREASURER
Anthony Demers **(Joined 1/20/15)**

VICE PRESIDENT
Bryant Hardwick **(Joined 02/22/11)**

SECRETARY
Gary Gletow **(Joined 10/23/18)**

Ken Muske **(Joined 03/05/02)**	Ann Landry **(Joined 08/23/05)**	Kathleen Boisclair **(Joined 09/25/12)**
Kristine Baber **(Joined 4/26/13)**	Judge Daniel Cappiello **(Joined 03/22/14)**	Tracy Hayes **(Joined 12/15/15)**
Sharon Reynolds (C) **(Joined 8/23/16)**	Phillip Vancelette (C) **(Joined 5/31/17)**	Mark Santoski (C) **(Joined 9/24/19)**
Margaret Wallace(C) **(Joined 9/24/19)**	Danielle Pomeroy **(Joined 12/14/21)**	

(C) Consumers

Christopher D. Kozak

EXECUTIVE LEADERSHIP

Profile

Experienced non-profit executive providing leadership, vision, and direction to support infrastructure change in the rapidly changing environment faced by non-profit agencies. Possesses a comprehensive knowledge of the State of New Hampshire's Department of Health and Human Services operations, initiatives, and processes. Demonstrated commitment to ensuring the provision of exceptional services, support and care for clients and their families. Understands the importance of working with community partners for the betterment of all.

Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- Staff Development
- Fiscal Responsibility
- Strategic Planning
- Alternative Payment Methods
- Process and Quality Improvement
- Team Building
- Community Relations

Professional Experience

Community Partners Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Executive Officer (5/22 – present)

Senior member of the leadership team with primary responsibility of overseeing the Behavioral Health Services Division.

Accomplishments

- Successful transition of leadership
- Received a Substance Abuse and Mental Health Service Administration (SAMHSA) grant to provide mental health awareness training over five years (approx. $500,000)

State & Community Committees

- Voting member of the New Hampshire Community Behavioral Health Association
- Voting member of Community Support Network, Inc.
- CMHC Representative on the Mental Health & Addiction Services Committee
- Member of the Dover Police Departments Community Engagement Committee

Chief Operating Officer (4/12 – 5/22)
Director of Quality Improvement (10/10 – 4/12)

Accomplishments

- Introduced integrated health services via ProHealth SAMHSA Grant
- Brought on the Rockingham Service Link contract without disruption of service
- Collaboration with the Developmental Services COO for integrated services at Northam House and Bunker Lane
- Secured funding for several projects via Region 6 IDN (i.e., FOCUS App, Integrated care in primary care setting, financial support for licensure supervision, etc.)
- Mental health center lead in the launch of the statewide rapid response/mobile crisis response model

State & Community Committees

- Member of the Dover Police Departments Community Engagement Committee
- Mobile Crisis Response Steering Committee
- Strafford County Public Health Network Advisory Committee (current member and former Chair)
- Member of the Dover Mental Health Alliance

Dynamic Solutions NE, LLC Portsmouth, NH September 2008 – 2016

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc. Bedford, MA August 2006 – July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>$9 million).
- Member of the Senior Management Team that successfully secured $7.5 million of B-round financing.

Landmark Solutions, LLC (A.K.A. BHN) Concord, NH September 1998 – September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 – 8/06)

Director of Behavioral Health Services (8/98 – 7/03)

Complete responsibility for the managed care product including $3.5 million operating budget, $18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five operating 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.

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.

Education

North Dakota State University, Fargo, ND
Bachelor of Science in Psychology, 5/87
Minor: Statistics

Marquette University, Milwaukee, WI
Master of Science in Clinical Psychology, 8/89
Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

Suzanne Bagdasarian

Business Experience

2001 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2019 – Present

Responsible for directing the overall financial and administrative management of this $35 million agency, including Facilities, and IT.

Controller 2001 – 2018

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- Accomplished "clean" annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with 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.

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

CURRICULUM VITAE

NAME Robert John Allister, M.D.

ADDRESS [redacted]

CERTIFICATION

Diplomate National Board of Medical Examiners	1974
American Board of Psychiatry and Neurology	1980

LICENSURE Pennsylvania, Wisconsin, California, Maine, New Hampshire,

EDUCATION

University of Wisconsin Hospitals Madison, WI	
Psychiatric Resident	1972-1975
Chief Resident	1974-1975
University of Wisconsin Medical School Madison, WI	
M.D.	1973
Carthage College Kenosha, WI	
B.A. Cum Laude	1969

PROFESSIONAL EXPERIENCE

Community Partnersl (Medical Director)	12/03 to Present
Behavioral Health Services (Medical Director)	10/01 to 12/03
Strafford Guidance Center, Inc. (Medical Director)	1996 to 10/01
Penn Group Medical Associates HealthAmerica Piltsburgh, PA	1993-1996

Chief of Psychiatry
*Administrative duties included supervision of eight psychiatrists, quality assurance, utilization review, and all aspects of budget and program planning.

*Primary provider for inpatient treatment plan.

*Outpatient practice in an interdisciplinary team model.

*Psychiatric Medical Director for managed care network products.

*Member of Penn Group Medical Associates Executive Committee.

Alameda County Health Care Services 1988-1993
Highland General Hospital
John George Psychiatric Pavilion
Oakland, CA

Chief Psychiatrist
*Supervised 30 to 35 full-time and part-time psychiatrists in emergency room, inpatient, crisis and consultation/liaison services.
*Direct patient care in psychiatric emergency room and inpatient units.
*Participated in Quality Assurance and Utilization Review Committees.
*Member of hospital Executive Committee.

Alameda County Health Care Services 1981-1988
Highland General Hospital
Oakland, CA

Chief, Inpatient Psychiatry and
and consultation/Liaison Services
*Supervised 7 psychiatrists and 2 psychologists.
Provided direct patient care on inpatient and consultation/liaison services.
*Participated in quality improvement and utilization review.

Alameda County Health Care Services Highland General Hospital Oakland, CA	1978-1981
Chief, Criminal Justice Inpatient Service *Chief of forensic inpatient unit.	
Alameda County Health Care Criminal Justice Mental Health Oakland, CA	l975-1978
Head Clinician and Staff Psychiatrist	
San Francisco General Hospital Psychiatric Emergency Services San Francisco, CA	1976
Psychiatrist, part-time	
Psychiatric Clinic Janesville, WI	1974-1975
Psychiatrist, private practice.	

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County

Name of Program/Service: Mental Health

BUDGET PERIOD:	SFY 24/25		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Christopher Kozak- Executive Director	$180,000	0.00%	$0.00
Suzanne Bagdasarian- CFO	$140,595	0.00%	$0.00
Robert J. Allister, Medical Director	$281,544	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$0.00

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.

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-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 DBA CLM Center for Life Management		1.4 Contractor Address 10 Tsienneto Road Derry, NH 03038	
1.5 Contractor Phone Number (603) 434-1577	1.6 Account Number 05-95-92-922010-(4117, 4120, 4121, 1909) 05-95-92-921010-2053 05-95-42-421010-2958	1.7 Completion Date 6/30/2025	1.8 Price Limitation $5,972,669
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Vic Topo D4AA755C06AC46A... Date: 5/22/2023		1.12 Name and Title of Contractor Signatory Vic Topo ceo	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C05442... Date: 5/24/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844941460...		On: 5/24/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS VT
Date 5/22/2023

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 VT DS

Date 5/22/2023

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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Contractor Initials VT

Date 5/22/2023

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT A

Revisions to Standard Agreement 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 and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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
Mental Health Services

EXHIBIT B

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 10.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA.

The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2. System of Care for Children's Mental Health

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. Children's Intensive Community Based Services

4.1. The Contractor shall use the Child and Adolescent Needs and Strengths (CANS) assessment to determine the appropriate level of collaborative care and which children's intensive community based services are most appropriate.

4.2. The Contractor shall provide children's intensive community based services to children diagnosed with a serious emotional disturbance (SED), with priority given to children who:

4.2.1. Have a history of psychiatric hospitalization or repeated visits to hospital emergency departments for psychiatric crisis;

4.2.2. Are at risk for residential placement;

4.2.3. Present with significant ongoing difficulties at school;

4.2.4. Are at risk of interaction with law enforcement; and/or

4.2.5. Have a history of repeated engagement with Rapid Response.

4.3. The Contractor shall provide children's intensive community based services as needed through a full array of services as defined in New Hampshire

Administrative Rule He-M 426, Community Mental Health Services, which include, but are not limited to:

4.3.1. Functional Support Services (FSS).

4.3.2. Individual and family therapy.

4.3.3. Medication services.

4.3.4. Targeted case management (TCM) services.

4.3.5. Supported education.

4.4. The Contractor shall provide a minimum of six (6) up to a maximum of ten (10) hours of children's intensive community based services per week for each eligible individual, as defined in New Hampshire Administrative Rule He-M 426, ensuring more intensive services are provided during the first twelve (12) weeks of enrollment.

4.5. The Contractor shall screen adolescent clients for substance use using one or more tools, as appropriate, that include, but is not limited to:

4.5.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFFT) screening tool for individuals age twelve (12) years and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.

4.5.2. The Global Appraisal of Individual Needs – Short Screener (GAIN-SS), which is used by school based clinicians for clients referred for substance use.

4.6. The Contractor shall provide children's intensive community based services to clients and their families to ensure access to an array of community mental health services that include community and natural supports, which effectively support the clients and their families in the community, in a culturally competent manner.

4.7. The Contractor shall conduct and facilitate weekly children's intensive community based team meetings in order to communicate client and family needs and discuss client progress.

5. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)

5.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

5.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

5.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

6. Division for Children, Youth and Families (DCYF)

6.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

6.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

7. Crisis Services

7.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

7.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

7.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

7.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

7.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

7.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

7.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care

setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

7.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

7.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

7.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

7.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

7.7.2. One (1) peer.

7.7.3. Telehealth access, and on-call psychiatry, as needed.

7.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

7.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

7.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

7.10.1. The location of the crisis.

7.10.2. The safety plan either developed over the phone or on record from prior contact(s).

7.10.3. Any accommodations needed.

7.10.4. Treatment history of the individual, if known.

7.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

7.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

7.11.2. Does not fulfill emergency medication refills.

7.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

7.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

7.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

7.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

7.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

7.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

7.16.1. Face-to-face assessments.

7.16.2. Disposition and decision making.

7.16.3. Initial care and safety planning.

7.16.4. Post crisis and stabilization services.

7.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

7.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

7.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

7.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

7.19.1.1. In or at the individual's home.

7.19.1.2. Community settings;

7.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

7.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

7.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

7.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

7.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

7.19.6.1. Obtaining the individual's mental health history including, but not limited to:

7.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

7.19.6.1.2. Substance misuse.

7.19.6.1.3. Social, familial and legal factors;

7.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

7.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

7.19.6.4. Conducting a mental status exam.

7.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

7.19.7.1. Staying in place with:

7.19.7.1.1. Stabilization services.

7.19.7.1.2. A safety plan.

7.19.7.1.3. Outpatient providers;

7.19.7.2. Stepping up to crisis stabilization services or apartments.

7.19.7.3. Admission to peer respite or step-up/step-down program.

7.19.7.4. Admission to a crisis apartment.

7.19.7.5. Voluntary hospitalization.

7.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

7.19.7.7. Medical hospitalization.

7.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

7.20.1. Promoting recovery.

7.20.2. Building upon life, social and other skills.

7.20.3. Offering support.

7.20.4. Reviewing crisis and safety plans.

7.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

7.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

7.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

7.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

7.21.3. Provided in the individual and family home, if requested by the individual;

7.21.4. Implemented using methods that include, but are not limited to:

7.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

7.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

7.21.4.2.1. Cognitive Behavior Therapy (CBT).

7.21.4.2.2. Dialectical Behavior Therapy (DBT).

7.21.4.2.3. Solution-focused therapy.

7.21.4.2.4. Developing concrete discharge plans.

7.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

7.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

7.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

7.22.1. Ensure outreach and educational activities may include, but are not limited to:

7.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

7.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

7.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

7.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

7.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

7.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

7.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

7.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

7.22.2.4. Coordinating with homeless outreach services.

7.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

7.23.1. Determine availability of the Rapid Response Teams;

7.23.2. Facilitate response of dispatched teams; and

7.23.3. Resolve the immediate crisis episode.

7.24. The Contractor shall maintain connection to the designated resource tracking system.

7.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

7.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

7.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

7.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

7.26.2.1. Number of unique individuals who received services.

7.26.2.2. Date and time of mobile arrival; and

7.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

7.26.3.1. Diversions from hospitalizations.

7.26.3.2. Diversions from Emergency Rooms.

7.26.3.3. Services provided.

7.26.3.4. Location where services were provided.

7.26.3.5. Length of time service or services provided.

7.26.3.6. Whether law enforcement was involved for safety reasons.

7.26.3.7. Whether law enforcement was involved for other reasons.

7.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

7.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

7.26.3.10. Outcome of service provided, which may include but is not limited to:

7.26.3.10.1. Remained in home.

7.26.3.10.2. Hospitalization.

7.26.3.10.3. Crisis stabilization services.

7.26.3.10.4. Crisis apartment.

7.26.3.10.5. Emergency department.

7.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

7.28. Rapid Response Crisis Center

7.28.1. The Contractor shall expand Rapid Response services by opening and operating a drop-in Rapid Response Crisis Center. The Center shall be:

7.28.1.1. Welcoming to and serve children, youth, families, and adults;

7.28.1.2. Open during hours that meet community need/demand;

7.28.1.3. Recovery-oriented and community-based;

7.28.1.4. Open to accept walk-ins and first-responder drop-offs from anywhere in the state;

7.28.1.5. Available to provide services for no more than 23-hours; and

7.28.1.6. Integrated and aligned with the existing Rapid Response system.

7.28.2. The Contractor shall submit a final plan to stand up a location-based Rapid Response Crisis Center to the Department for approval within sixty (60) days from the effective date of the contract. The plan shall include a detailed:

7.28.2.1. Program/model description;

7.28.2.2. Staffing plan; and

7.28.2.3. Timeline.

7.28.3. The Contractor shall submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format with data elements agreed upon by the Contractor and the Department.

7.29. The Contractor shall provide four (4) Community Crisis Beds in an apartment setting, which serve as an alternative to hospitalization and/or institutionalization. The Contractor shall ensure:

7.29.1. Admissions to an apartment for Community Crises Beds are for providing brief psychiatric intervention in a community based environment structured to maximize stabilization and crisis reduction while minimizing the need for inpatient hospitalization;

7.29.2. Community Crisis Beds in an apartment:

7.29.2.1. Include no more than two (2) bedrooms per crisis apartment;

7.29.2.2. Are operated with sufficient clinical support and oversight, and peer staffing, as is reasonably necessary to prevent unnecessary institutionalization;

7.29.2.3. Have peer staff and clinical staff available to be onsite, 24 hours per day, seven days per week, whenever necessary, to meet individualized needs;

7.29.2.4. Are available to individuals 18 years and older on a voluntary basis and allow individuals to come and go from the apartment as needed to maintain involvement in and connection to school, work, and other recovery-oriented commitments and/or activities as appropriate to the individual's crisis treatment plan;

7.29.2.5. Are certified under New Hampshire Administrative Rule He-M 1000, Housing, Part 1002, Certification Standards for Behavioral Health Community Residences, and include:

7.29.2.5.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;

7.29.2.5.2. Specific sleeping area designated for each individual;

7.29.2.5.3. Common areas shall not be used as bedrooms;

7.29.2.5.4. Storage space for each individual's clothing and personal possessions;

7.29.2.5.5. Accommodations for the nutritional needs of the individual; and

7.29.2.5.6. At least one (1) telephone for incoming and outgoing calls.

7.29.3. Crisis intervention, stabilization services, and discharge planning services are provided by the members of the rapid response team as clinically appropriate;

7.29.4. Ongoing safety assessments are conducted no less than daily;

7.29.5. Assistance with determining individual coping strengths in order to develop a crisis treatment recovery plan for the duration of the stay and a post-stabilization plan;

7.29.6. Coordination and provision of referrals for necessary psychiatric services, social services, substance use services and medical aftercare services;

7.29.7. An individual's stay at a crisis apartment is for no more than seven consecutive (7) days, unless otherwise approved in writing by the Department;

7.29.8. Transportation for individuals is provided from the site of the crisis to the apartment and to their home or other residential setting after stabilization has occurred;

7.29.9. Any staff member providing transportation has:

7.29.9.1. A valid driver's license;

7.29.9.2. A State inspected vehicle; and

7.29.9.3. Proof of vehicle insurance;

7.29.10. Provision of a list of discharge criteria from the crisis apartments and related policies and procedures regarding the apartment beds to the Department within thirty (30) days of the contract effective date for Department approval;

7.29.11. Peer Support Specialists engage individuals through methods including, but not limited to Intentional Peer Support (IPS); and

7.29.12. Reports are submitted to the Department for Crisis Apartments through the Phoenix reporting system that includes, but is not limited to:

7.29.12.1. Admission and Discharge Dates.

7.29.12.2. Discharge disposition (community or higher level of care).

7.29.12.3. Number of referrals refused for admission.

8. Adult Assertive Community Treatment (ACT) Teams

8.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

8.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

8.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

8.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

8.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

8.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

8.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

8.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

8.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

8.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

8.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

8.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

8.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

8.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

8.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

8.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

8.4.4. Make a referral for an ACT assessment within (7) days of:

8.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

8.4.4.2. An individual being referred for an ACT assessment;

8.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

8.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

8.4.6.1. Extended hospitalization or incarceration.

8.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

8.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

8.4.7.1. To exceed caseload size requirements; or

8.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

9. Evidence-Based Supported Employment

9.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

9.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

9.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

9.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

9.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

9.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

9.6.1. Job development.

9.6.2. Work incentive counseling.

9.6.3. Rapid job search.

9.6.4. Follow along supports for employed individuals.

9.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

9.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

9.7.1. Work with the Department to identify solutions to meet the demand for services; and

9.7.2. Implement such solutions within 45 days.

9.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9.9. The Contractor shall ensure SE staff receive:

9.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

9.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

10. Coordination of Care from Residential or Psychiatric Treatment Facilities

10.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

10.1.1. Designate a different liaison for individuals being served through their children's services.

10.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-

M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

10.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

10.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

10.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

10.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

10.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

10.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

10.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

10.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at

the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

11. Coordinated Care and Integrated Treatment

11.1. Primary Care

11.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

11.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

11.1.2.1. Monitor health;

11.1.2.2. Provide medical treatment as necessary; and

11.1.2.3. Engage in preventive health screenings.

11.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

11.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

11.2. Substance Misuse Treatment, Care and/or Referral

11.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

11.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

11.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

11.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

11.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

11.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

11.3. Area Agencies

11.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

11.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

11.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

11.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

11.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

11.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is

specific to intellectual disabilities, in conjunction with the DSM V;

11.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

11.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

11.4. Peer Supports

11.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

11.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

11.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

11.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

11.5. Transition of Care with MCO's

11.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

12. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)

12.1. The Contractor shall participate in CCBHC planning activities that include:

12.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

12.1.2. Attending two (2) learning communities on a monthly basis;

12.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

12.1.4. Meeting monthly with planning consultant for technical assistance.

13. Deaf Services

13.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

13.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

13.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

13.4. The Contractor shall ensure services are person-directed, which may result in:

13.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

13.4.2. Care being shared across the regions; or

13.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

14. Helping Overcome Psychosis Early (HOPE) PROGRAM SERVICES - Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP – CSC) Services

14.1. The Contractor shall provide a Coordinated Specialty Care (CSC) model and implement the NAVIGATE model of treatment for people with Early Serious Mental Illness (ESMI) and First Episode Psychosis (FEP) (EMSI/FEP – CSC) under the name HOPE Program.

14.2. The Contractor shall identify staff to deliver HOPE and to participate in intensive evidence-based ESMI/FEP - CSC training and consultation, as designated by the Department.

14.3. The Contractor shall participate in meetings no less than on a quarterly basis with the Department to ensure program implementation, enrollment, and updates relative to ongoing activities.

14.4. The HOPE team will include roles in accordance with the NAVIGATE model including, but not limited to:

14.4.1. A CSC team leader.

14.4.2. A CSC case worker.

14.4.3. A Supported Employment and Education (SEE) worker.

14.4.4. A therapist.

14.4.5. A family education and support therapist.

14.4.6. A peer.

14.4.7. A psychopharmacologist who provides diagnostic, treatment and medication prescribing services.

14.5. The Contractor shall ensure the HOPE programs' treatment services are available and provided to youth and adults between fifteen (15) and thirty-five (35) years of age who are experiencing early symptoms of a serious mental illness psychiatric disorder.

14.6. The Contractor shall ensure the HOPE program conducts education and assertive outreach to community organizations to facilitate referrals and to support rapid enrollment of individuals with new onset of psychosis to the program, with a goal of enrolling ten (10) individuals throughout the year.

14.7. The Contractor shall accept enrollees from other CMHC catchment areas when appropriate if there is capacity to manage the needs in accordance with a structure and strategy designed in collaboration with the Department.

14.8. The Contractor shall ensure the HOPE programs' treatment model involves a team structure that is based on:

14.8.1. Principles of shared decision-making;

14.8.2. A strengths and resiliency focus;

14.8.3. Recognition of the need for motivational enhancement;

14.8.4. A psychoeducational approach;

14.8.5. Cognitive behavioral therapy methods;

14.8.6. Development of coping skills; and

14.8.7. Integration of natural and peer supports.

14.9. The Contractor shall provide ESMI/FEP – CSC treatment services utilizing a discrete team approach ensuring team members provide ESMI/FEP-specific services and other services identified on individual treatment plans. The Contractor shall ensure that CSC services align with the NAVIGATE model and include, but are not limited to:

14.9.1. A specialized HOPE program intake process that takes place no later than one (1) week after identifying an individual with ESMI/FEP including:

14.9.1.1. Screening conducted by the HOPE team leader prior to admission to the program;

14.9.1.2. Conducting the screening while a person is still in an inpatient setting whenever possible; and

14.9.1.3. Ensuring rapid access to HOPE services in order to reduce the duration of untreated psychosis for individuals.

14.9.2. No less than bimonthly team meetings that:

14.9.2.1. Are led by the HOPE Team Leader;

14.9.2.2. Include all HOPE team members; and

14.9.2.3. Involve communicating the status of all individuals served by the team; planning recovery-oriented care for each individual; and developing strategies to implement the care plans.

14.9.3. Specialized psychiatric support with medication management that includes, but is not limited to:

14.9.3.1. Assessment and monitoring of psychopathology; functioning; medication side effects; and medication attitudes.

14.9.3.2. Shared decision making including education on:

14.9.3.2.1. Use of medications to manage symptoms; and

14.9.3.2.2. Use of lowest effective dosage of antipsychotic medications for recovery-oriented pharmacotherapy that is tailored toward improving functioning and reducing side effects of individuals with ESMI/FEP.

14.9.3.3. Monitoring and treatment of medication side effects with special emphasis on cardio metabolic risk factors, which may include but are not limited to:

14.9.3.3.1. Smoking.

14.9.3.3.2. Weight gain.

14.9.3.3.3. Hypertension.

14.9.3.3.4. Dyslipidemia.

14.9.3.3.5. Prediabetes.

14.9.3.4. Ensuring prescribers maintain close contact with primary care providers to ensure optimal medical treatment for

risk factors related to cardiovascular disease and diabetes.

14.9.3.5. Ensuring referrals to specialized psychiatric services to an agency prepared to provide telehealth psychiatric services, through a subcontract payment modality, in instances where an individual needs external psychiatric consultation and services.

14.9.4. Providing medication management services that include, but are not limited to:

14.9.4.1. Thirty (30) minutes per month or more, as clinically indicated, during the first 6 months of enrollment.

14.9.4.2. Thirty (30) minutes every 3 months or more, as clinically indicated, during the last 18 months of enrollment.

14.9.5. Providing specialized youth and young adult peer supports and services.

14.9.6. Facilitating individual and family psychotherapy that is informative and provides skills to families to support the individual's treatment and recovery.

14.9.7. Providing family psychoeducation.

14.9.8. Providing access to telemedicine options for services that cannot be provided by the Contractor, but are available through a regional CMHC that is able to provide services through a telemedicine model.

14.10. The Contractor shall participate in quarterly meetings with the Department to report on program implementation, enrollment, and updates and ensure ongoing the EMSI/FEP-CSC model is reflected in treatment.

14.11. The Contractor shall provide community outreach to ensure knowledge of ESMI/FEP and the CSC program is widespread and available to those in need. The Contractor shall ensure that:

14.11.1. The CSC team includes an identified individual, who may be an Outreach Specialist or may be the Team Leader, who has the dedicated time and skills to:

14.11.1.1. Develop referral pathways to the CSC program; and

14.11.1.2. Educate community partners about the program;

14.11.2. Outreach efforts include local community hospitals, housing programs, criminal justice system, and schools;

14.11.3. Outreach contacts are reported on a quarterly basis;

14.11.4. Outreach includes cultivating relationships with admission and discharge personnel at these external agencies through frequent visits, phone calls, email communication and timely evaluation of potential FEP cases; and

14.11.5. Outreach includes cultivating internal CMHC relationships and activities such as monitoring referrals and intakes to the CMHC and facilitating connection with likely internal candidates for the CSC program.

14.12. The Contractor shall utilize the CANS/ANSA, or other Department-approved evidence based tool, to measure strengths and needs of the individual at program entry and to track the recovery process post-entry.

14.13. The Contractor shall ensure the HOPE program provides time-limited services, as determined in partnership with the Department. The Contractor shall ensure transitions from HOPE include, but are not limited to:

14.13.1. A collaborative process that involves the individual; their relatives and important others; and members of the CSC team to determine readiness for a less intensive level of care.

14.13.2. An assessment of the individuals progress toward achieving treatment goals, and identification of areas that require additional work, in key domains that include:

14.13.2.1. School and work functioning;

14.13.2.2. Quality of peer and family relationships;

14.13.2.3. Relief from symptoms;

14.13.2.4. Abstinence from substances; and

14.13.2.5. Effective management of health issues

14.13.3. Consideration of the individual's personal vision of stability, success in community functioning, and personal autonomy.

14.13.4. Utilizing formal transition planning guides and worksheets.

14.14. The Contractor shall submit reports to the Department in a Department-approved format and frequency, which include but are not limited to:

14.14.1. Quarterly Team Leader Reports that are due on the 15th of the month following the close of each quarter, which include, but are not limited to:

14.14.1.1. Monthly enrollment, service utilization, and outcomes reports.

14.14.1.2. Quarterly staffing summary.

14.14.1.3. Quarterly meeting summary.

14.14.1.4. Referral and enrollment efforts.

14.14.1.5. Community outreach efforts inclusive of outreach descriptions, occurrences, and agencies contacted.

14.15. The Contractor shall submit invoices for services in a format provided by the BMHS Financial Management Unit, which are processed for payment upon verification of timely reporting.

15. CANS/ANSA or Other Approved Assessment

15.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

15.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

15.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

15.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

15.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

15.3.1. Utilized to develop an individualized, person-centered treatment plan;

15.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

15.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

15.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

15.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

15.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There

is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

15.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

15.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

16. Pre-Admission Screening and Resident Review

16.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

16.2. Upon request by the Department, the Contractor shall:

16.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

16.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

16.2.2.1. Requires nursing facility care; and

16.2.2.2. Has active treatment needs.

17. Application for Other Services

17.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

17.1.1. Medicaid.

17.1.2. Medicare.

17.1.3. Social Security Disability Income.

17.1.4. Veterans Benefits.

17.1.5. Public Housing.

17.1.6. Section 8 Subsidies.

17.1.7. Child Care Scholarship.

18. Community Mental Health Program (CMHP) Status

18.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

18.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

19. Quality Improvement

19.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

19.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

19.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

19.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

19.3.1. Submit all required information in a format provided by the Department or contracted vendor;

19.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

19.3.3. Support all efforts of the Department to conduct the survey;

19.3.4. Promote survey participation of individuals sampled to participate; and

19.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

19.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

19.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

20. Maintenance of Fiscal Integrity

20.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

20.1.1. Balance Sheet;

20.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

20.1.2.1. All revenue sources and expenditures; and

20.1.2.2. A budget column allowing for budget to actual analysis;

20.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

20.1.3.1. All revenue sources and all related expenditures for the Program; and

20.1.3.2. A budget column allowing for budget to actual analysis; and

20.1.4. Cash Flow Statement.

20.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

20.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

20.3.1. Days of Cash on Hand:

20.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

20.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature

within three (3) months and should not include common stock.

20.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

20.3.2. Current Ratio:

20.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

20.3.2.2. Formula: Total current assets divided by total current liabilities.

20.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

20.3.3. Debt Service Coverage Ratio:

20.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

20.3.3.2. Definition: The ratio of net income to the year to date debt service.

20.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

20.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

20.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

20.3.4. Net Assets to Total Assets:

20.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

20.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

20.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

20.3.4.4. Source of Data: The Contractor's monthly financial statements.

20.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

20.4. In the event that the Contractor does not meet either:

20.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

20.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

20.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

20.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

20.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

20.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

20.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

20.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

20.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

20.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

21. Reduction or Suspension of Funding

21.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

21.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

21.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

21.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

21.3.2. Crisis services for all individuals.

21.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

21.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

22. Elimination of Programs and Services by Contractor

22.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

22.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

22.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

22.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

22.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

22.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

23. Data Reporting

23.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

23.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

23.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

23.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

23.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

23.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

23.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

23.6.2. Ensuring data files and records are consistent with reporting specification requirements.

23.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

23.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

23.6.5. Participating in Departmental efforts for system-wide data quality improvement.

23.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

23.6.6.1. All data is formatted in accordance with the file specifications;

23.6.6.2. No records will reject due to illegal characters or invalid formatting; and

23.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

23.7. The Contractor shall meet the following standards:

23.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

23.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 23.8.

23.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

23.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

23.8.1. The waiver length shall not exceed 180 days.

23.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

23.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

23.8.4. Failure of the Contractor to implement the plan may require:

23.8.4.1. Another plan; or

23.8.4.2. Other remedies, as specified by the Department.

24. Privacy Impact Assessment

24.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

24.1.1. How PII is gathered and stored;

24.1.2. Who will have access to PII;

24.1.3. How PII will be used in the system;

24.1.4. How individual consent will be achieved and revoked; and

24.1.5. Privacy practices.

24.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

New Hampshire Department of Health and Human Services
Mental Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 2.01% Federal funds, Block Grants for Community Mental Health Services, as awarded on 2/23/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM087375.
   1.2. 0.73% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 97.01% General funds.
   1.4. .25% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. 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 noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C,

Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

   7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

   7.2. **Table 1**

EXHIBIT C

Program to be Funded	SFY2024 Amount	SFY2025 Amount	TOTALS
Div. for Children Youth and Families (DCYF) Consultation	$ 1,770.00	$ 1,770.00	$ 3,540.00
Rapid Response Crisis Services	$ 2,000,000.00	$ 2,000,000.00	$ 4,000,000.00
Assertive Community Treatment Team (ACT) - Adults	$ 225,000.00	$ 225,000.00	$ 450,000.00
ACT Enhancement Payments	$ 12,500.00	$ 12,500.00	$ 25,000.00
Child and Youth Based Programming and Team Based Approaches (BCBH)	$ 120,000.00	$ 120,000.00	$ 240,000.00
Behavioral Health Services Information System (BHSIS)	$ 10,000.00	$ 5,000.00	$ 15,000.00
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	$ 5,000.00	$ 5,000.00	$ 10,000.00
Rehabilitation for Empowerment, Education and Work (RENEW)	$ 6,000.00	$ 6,000.00	$ 12,000.00
General Training Funding	$ 5,000.00	$ 5,000.00	$ 10,000.00
System Upgrade Funding	$ 15,000.00	$ 15,000.00	$ 30,000.00
System of Care 2.0	$ 5,300.00	$ -	$ 5,300.00
First Episode Psychosis Programming	$ 60,000.00	$ 60,000.00	$ 120,000.00
Community Behavioral Health Clinic (Stipends)	$ 43,829.00	$ -	$ 43,829.00
Total	$2,509,399.00	$2,455,270.00	$4,964,669.00

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-3, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.4.3. Rapid Response Crisis Center Start up Funds: Payment for start-up period expenses incurred by the Contractor shall be made by the Department in an amount not to exceed **$1,000,000**. The total of all such payments shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All Department payments to the Contractor for the start-up period shall be made on a cost reimbursement basis in accordance with Exhibit C-1, Budget.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL REIMBURSEMENT
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	$225,000
ACT Enhancements	1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment. OR 2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures.	$12,500

7.6. Child and Youth Based Programming and Team Based Approaches: Funding to support programming specified in Exhibit B, Scope of Services.

7.7. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL REIMBURSEMENT
$2,500	$250/Person X 10 People = $2,500	$5,000

7.9. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

7.10. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain available in SFY 2023 current staff or trainings needed to obtain staff for vacant positions.

7.11. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.12. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program	$5,000.00
Indirect Costs (not to exceed 6%)	$300.00
Total	**$5,300.00**

7.13. HOPE Program: Funding to support ongoing implementation and programming outlined in Exhibit B, Scope of Services, HOPE Program – Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP-CSC). Invoice based payments for unbillable time and services delivered by the FEP/ESMI team. Invoices will only be processed upon receipt of outlined data reports and invoice shall reference contract budget line items.

7.14. Certified Community Behavioral Health Clinic (CCBHC) Planning: The Contractor shall participate in CCBHC planning activities that include co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant; attend two (2) learning communities on a monthly basis; complete the CCBHC self-assessment tool as defined by the department; meet monthly with planning consultant for technical assistance. Funds are available through March 30, 2024.

7.15. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. Other

8.1. Data Improvements: The contractor shall utilize SFY 2023 funds not to exceed $8,000 to improve data collection and reporting of functional reports to inform care. Payment shall be paid in two installments. Half upon completion of work and the balance upon demonstration of upgrades to the Department.

9. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

9.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

10. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

11. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

11.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

11.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

11.3. Identifies and requests payment for allowable costs incurred in the previous month.

11.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

11.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

11.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

12. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

13. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

14. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

15. Audits

15.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

15.1.1. 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.

15.1.2. 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.

15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

15.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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.

15.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

15.3. 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.

15.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	The Mental Health Center for Southern New Ha	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2022-6/30/2023	
Indirect Cost Rate (if applicable)	0	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$300,000	$0
2. Fringe Benefits	$60,000	$0
3. Consultants	$100,000	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$500,000	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$40,000	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$1,000,000	$0
Total Indirect Costs	$0	$0
TOTAL	$1,000,000	$0

Contractor: DS VT

Date: 5/22/2023

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	The Mental Health Center for Southern New Ha	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2023-6/30/2024	
Indirect Cost Rate (if applicable)	0.08159674	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$1,059,370	$1,068,526
2. Fringe Benefits	$325,579	$100,000
3. Consultants	$146,000	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$10,000	$0
5.(e) Supplies Office	$2,000	$0
6. Travel	$7,800	$0
7. Software	$32,767	$0
8. (a) Other - Marketing/ Communications	$3,000	$0
8. (b) Other - Education and Training	$4,000	$0
8. (c) Other - Other (specify below)	$12,083	$0
Other (please specify)	$177,320	$0
Other (please specify)	$46,080	$0
Other (please specify)	$23,119	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$1,849,118	$1,168,526
Total Indirect Costs	$150,882	$0
TOTAL	$2,000,000	$1,168,526

Contractor: DS VT

Date: 5/22/2023

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	The Mental Health Center for Southern New Ha	
Budget Request for:	Mental Health Services (Rapid Response)	
Budget Period	7/1/2024-6/30/2025	
Indirect Cost Rate (if applicable)	0.081596155	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$1,046,603	$1,145,130
2. Fringe Benefits	$338,347	$100,000
3. Consultants	$146,000	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$10,000	$0
5.(e) Supplies Office	$2,000	$0
6. Travel	$7,800	$0
7. Software	$32,767	$0
8. (a) Other - Marketing/ Communications	$3,000	$0
8. (b) Other - Education and Training	$4,000	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$12,083	$0
Other (please specify)	$177,320	$0
Other (please specify)	$46,080	$0
Other (please specify)	$23,119	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$1,849,119	$1,245,130
Total Indirect Costs	$150,881	$0
TOTAL	$2,000,000	$1,245,130

Contractor: DS VT

SS-2024-DBH-01-MENTA-10

Date: 5/22/2023

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 VT (DS)

Date 5/22/2023

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: clm

5/22/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: clm

5/22/2023
Date

DocuSigned by:
Vic Topo
D4AA755C38AC4BA...
Name: Vic Topo
Title: ceo

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials VT
Date 5/22/2023

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.

Contractor Name: clm

5/22/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: clm

5/22/2023
Date

DocuSigned by:
Vic Topo
D4AA733C30AC40A...
Name: Vic Topo
Title: 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 Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: clm

5/22/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: 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.

Contractor Initials VT

Date 5/22/2023

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	clm
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Vic Topo
Name of Authorized Representative	Name of Authorized Representative
Director	ceo
Title of Authorized Representative	Title of Authorized Representative
5/24/2023	5/22/2023
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 (UEI #)
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: clm

5/22/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: 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 UEI (SAM.gov) number for your entity is: Z6BDN7127Z4

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "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.

6. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential Data.

7. "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.

8. "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.

9. "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.

10. "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.

11. "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. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to 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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data 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 Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
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 Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential 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 Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, 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 Confidential Data.

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 DHHS 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 DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire 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 DHHS.

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 Confidential Data or 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 Confidential 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 Confidential 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, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    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

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0006195460**

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. 2023.

David M. Scanlan
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: **0006195454**

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. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, **Joseph Crawford**, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of **The Mental Health Center for Southern NH d/b/a CLM Center for Life Management**.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **May 14, 2023**, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That **Vic Topo, President/CEO** (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of **The Mental Health Center for Southern NH d/b/a CLM Center for Life Management** to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: **May 14, 2023**

Signature of Elected Officer
Name: Joseph Crawford
Title: Secretary, Board of Directors

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MENTAHEA29

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2022

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:			PHPK2469586	10/01/2022	10/01/2023	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 X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PHPK2469581	10/01/2022	10/01/2023	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 $10000			PHUB834149	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE 	$5,000,000 $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		HCHS202300000530	01/01/2023	01/01/2024	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			PHPK2469586	10/01/2022	10/01/2023	1,000,000 Occurrence 3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
State of NH Department of Health & Human Services 129 Pleasant St. Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

SAJZP

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.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years ended June 30, 2022 and 2021

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Years ended June 30, 2022 and 2021

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Wisehart, Wimette & Associates PLC
Certified Public Accountants

159 River Road
Essex Jct., VT 05452
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Independent Auditor's Report

To the Board of Directors of
The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management and Affiliate

Opinion

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 Affiliate (a nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2022 and 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated 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 Affiliate as of June 30, 2022 and 2021, 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.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated financial statements section of our report. We are required to be independent of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information on pages 19-25 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 information has been subjected to the auditing procedures applied in the audit 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 schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated 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 18, 2022, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate'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 Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate'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 Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's internal control over financial reporting and compliance

Wiscott Wheat & Associates, PLC

Essex Junction, Vermont
Registration number VT092.0000684
November 18, 2022

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Financial Position
June 30, 2022 and 2021

ASSETS

	2022	2021
Current assets:		
Cash and cash equivalents	$ 7,410,824	$ 6,458,278
Restricted cash	344,429	125,197
Cash and cash equivalents and restricted cash	7,755,253	6,583,475
Accounts receivable, net	712,586	477,737
Other receivables	1,152,465	226,806
Prepaid expenses	380,861	121,323
Security deposit	18,687	11,087
Total current assets	10,019,852	7,420,428
Property and equipment, net	3,650,371	3,682,944
Other assets		
Marketable securities	1,126,706	-
Interest rate swap agreement	24,211	-
Total assets	$ 14,821,140	$ 11,103,372

LIABILITIES AND NET ASSETS

Current liabilities:		
Current portion of long term debt	$ 108,571	$ 103,538
Accounts payable	31,894	100,008
Accrued payroll and payroll liabilities	267,960	201,904
Accrued vacation	492,262	472,798
Accrued expenses	138,522	190,415
Deferred revenue	840,015	274,587
Total current liabilities	1,879,224	1,343,250
Long term liabilities		
Interest rate swap agreement	-	100,265
PMPM reserve	1,208,356	483,543
Paycheck protection program note payable	-	2,212,100
Long term debt, less current portion	1,904,506	2,013,109
Total long term liabilities	3,112,862	4,809,017
Total liabilities	4,992,086	6,152,267
Net assets		
Without donor restrictions	9,484,625	4,825,908
With donor restrictions	344,429	125,197
Total net assets	9,829,054	4,951,105
Total liabilities and net assets	$ 14,821,140	$ 11,103,372

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Activities
Year ended June 30, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Public support and revenues:			
Public support:			
Federal	$ 1,662,135	$ -	$ 1,662,135
State of New Hampshire - BBH	1,809,457	-	1,809,457
State and local funding	5,200	-	5,200
Other public support	73,299	269,902	343,201
Total public support	3,550,091	269,902	3,819,993
Revenues:			
Program service fees, net	21,192,628	-	21,192,628
Other service income	467,731	-	467,731
Rental income	5,474	-	5,474
Other	19,815	-	19,815
Total revenues	21,685,648	-	21,685,648
Total public support and revenues	25,235,739	269,902	25,505,641
Net assets released from restrictions:			
Satisfaction of program restrictions	50,670	(50,670)	-
Total	25,286,409	219,232	25,505,641
Operating expenses:			
BBH funded programs:			
Children	6,185,534	-	6,185,534
Elders	566,122	-	566,122
Vocational	295,094	-	295,094
Multi-Service	6,547,224	-	6,547,224
Acute Care	2,219,141	-	2,219,141
Independent Living	3,430,087	-	3,430,087
Assertive Community Treatment	975,245	-	975,245
Non-Specialized Outpatient	489,366	-	489,366
Non-BBH funded program services	413,275	-	413,275
Total program expenses	21,121,088	-	21,121,088
Administrative expenses	1,592,532	-	1,592,532
Total expenses	22,713,620	-	22,713,620
Change in net assets from operations	2,572,789	219,232	2,792,021
Non-operating revenue and expenses:			
PPP Loan forgiveness	2,212,100	-	2,212,100
Loss on disposal of assets	(78,421)	-	(78,421)
Interest income	1,067	-	1,067
Investment income / (loss)	(173,294)	-	(173,294)
Fair value gain on interest rate swap	124,476	-	124,476
Change in net assets	4,658,717	219,232	4,877,949
Net assets, beginning of year	4,825,908	125,197	4,951,105
Net assets, end of year	$ 9,484,625	$ 344,429	$ 9,829,054

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
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

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Functional Expenses
Years ended June 30, 2022 and 2021

	2022			2021		
	Program Services	Administrative	Total	Program Services	Administrative	Total
Personnel costs:						
Salaries and wages	$ 14,009,499	$ 823,809	$ 14,833,308	$ 11,390,591	$ 668,007	$ 12,058,598
Employee benefits	2,702,974	105,415	2,808,389	2,322,455	96,707	2,419,162
Payroll taxes	985,374	54,883	1,040,257	759,060	45,487	804,547
Accounting/audit fees	79,915	18,460	98,375	66,278	387	66,665
Advertising	64,880	4,636	69,516	13,997	879	14,876
Conferences, conventions and meetings	40,514	15,664	56,178	43,081	5,724	48,805
Depreciation	244,858	37,552	282,410	211,932	38,576	250,508
Equipment maintenance	24,087	765	24,852	15,061	479	15,540
Equipment rental	41,624	995	42,619	41,545	1,011	42,556
Insurance	59,891	35,018	94,909	55,975	30,891	86,866
Interest expense	69,511	27,876	97,387	72,382	31,233	103,615
Legal fees	1,425	37,022	38,447	1,140	24,440	25,580
Membership dues	18,951	70,853	89,804	11,828	53,665	65,493
Occupancy expenses	1,430,197	56,937	1,487,134	1,245,469	31,901	1,277,370
Office expenses	288,208	71,203	359,411	280,820	44,316	325,136
Other expenses	43,269	41,320	84,589	9,083	30,584	39,667
Other professional fees	371,828	93,333	465,161	276,237	50,482	326,719
Program supplies	442,388	95,364	537,752	131,468	20,034	151,502
Travel	201,695	1,427	203,122	160,993	1,150	162,143
	21,121,088	1,592,532	22,713,620	17,109,395	1,175,953	18,285,348
Administrative allocation	1,412,247	(1,412,247)	-	1,175,953	(1,175,953)	-
Total expenses	22,533,335	$ 180,285	$ 22,713,620	$ 18,285,348	$ -	$ 18,285,348

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Cash Flows
Years ended June 30, 2022 and 2021

	2022	2021
Cash flows from operating activities:		
Increase (decrease) in net assets	$ 4,877,949	$ 2,097,442
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	282,410	250,508
Amortization of loan origination fees included in interest expense	18,930	18,930
Loss on disposal of assets	78,421	-
Investment (income) loss	173,294	
PPP Loan forgiveness	(2,212,100)	
Fair value (gain) loss on interest rate swap	(124,476)	(63,518)
(Increase) decrease in:		
Accounts receivable, net	(234,849)	370,914
Other receivables	(925,659)	(33,593)
Prepaid expenses	(259,538)	133
Security deposits	(7,600)	-
Increase (decrease) in:		
Accounts payable and accrued expenses	(34,487)	(147,863)
Deferred revenue	565,428	266,587
PMPM reserve	724,813	272,856
Net cash provided by operating activities	2,922,536	3,032,396
Cash flows from investing activities:		
Transfers to investments	(1,300,000)	-
Purchases of property and equipment	(328,258)	(312,121)
Net cash used by investing activities	(1,628,258)	(312,121)
Cash flows from financing activities:		
Net principal payments on long term debt	(122,500)	(117,500)
Net increase (decrease) in cash and cash equivalents	1,171,778	2,602,775
Cash and cash equivalents and restricted cash, beginning of year	6,583,475	3,980,700
Cash and cash equivalents and restricted cash, end of year	$ 7,755,253	$ 6,583,475

See notes to financial statements

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 consolidated 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 consolidated 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.

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, 2022 and 2021, the Organization had net assets without donor restrictions of $9,360,149 and $4,825,908, respectively and had net assets with donor restrictions of $344,429 and $125,197, 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 consolidated financial statements. The consolidated financial statements and the notes are representations of the Organization's management. The Organization is responsible for the integrity and objectivity of the consolidated financial statements.

Use of estimates
Management uses estimates and assumptions in preparing these consolidated 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 $274,041 and $246,250 as of June 30, 2022 and 2021, 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 $5,000 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 $282,410 and $250,508 for the years ended June 30, 2022 and 2021, respectively.

Note 2. Basis of accounting and summary of significant accounting policies (continued)

Investments

The Organization follows the Not-For-Profit Entities subtopic of the FASB Accounting Standards Codification with respect to investments. Under this subtopic, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

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.

Note 2. Basis of accounting and summary of significant accounting policies (continued)

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.

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.

Note 2. Basis of accounting and summary of significant accounting policies (continued)

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 consolidated 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.

Accounting for Uncertain Income Taxes did not have a material impact on these consolidated financial statements as the Organization believes it has taken no uncertain tax positions that could have an effect on its consolidated financial statements.

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2019 through 2021 are subject to examination by the IRS, generally for three years after filing.

Subsequent events
The Organization has evaluated all subsequent events through November 18, 2022; the date the consolidated financial statements were available to be issued.

Note 3. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

	2022			2021		
Accounts receivable	Receivable	Receivable Allowance	Net	Receivable	Receivable Allowance	Net
Clients	$ 280,322	$ (195,853)	$ 84,469	$ 224,925	$ (156,103)	$ 68,822
Insurance companies	261,142	(15,268)	245,874	209,422	(13,100)	196,322
Medicaid	272,096	(35,586)	236,510	206,597	(73,213)	133,384
Medicare	173,067	(27,334)	145,733	83,043	(3,834)	79,209
	$ 986,627	$ (274,041)	$ 712,586	$ 723,987	$ (246,250)	$ 477,737

Other receivables	2022	2021
Towns	$ -	$ 32,500
NH Division of Mental Health	1,123,214	173,978
Contractual services	29,251	20,328
	$ 1,152,465	$ 226,806

Note 4. Prepaids

Prepaids consists of the following at June 30:

	2022	2021
Prepaid insurance	$ 283,855	$ 42,898
Prepaid rents	97,006	78,425
	$ 380,861	$ 121,323

Note 5. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

	2022	2021
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	$ 712,586	$ 477,737
Other receivables due from entities located in New Hampshire	$ 1,152,465	$ 226,806

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2022 and 2021, the Organization had approximately $7,360,000 and $6,113,000 in uninsured cash balances.

Note 6. Property and equipment

Property and equipment consists of the following at June 30:

	2022	2021
Land	$ 565,000	$ 565,000
Buildings and improvements	4,006,985	4,082,773
Automobiles	45,685	18,800
Equipment	1,853,475	1,810,791
Construction in process	-	1,831
	6,471,145	6,479,195
Less: accumulated depreciation	(2,820,774)	(2,796,251)
Property and equipment, net	$ 3,650,371	$ 3,682,944

Note 7. Long term debt

Long term debt consists of the following as of June 30,:

	2022	2021
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.	$ 2,295,230	$ 2,417,730
Less: unamortized finance costs	(282,153)	(301,083)
Long term debt, less unamortized finance costs	2,013,077	2,116,647
Less: current portion of long term debt	(108,571)	(103,538)
Long term debt, less current portion	$ 1,904,506	$ 2,013,109

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 $18,962 is reported as interest expense in the consolidated statement of activities for the years ended June 30, 2022 and 2021, respectively.

Future maturities to long term debt are as follows:

Year ending June 30,	Long Term Debt Principal	Unamortized Finance Costs	Net
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
2027	147,500	(18,962)	128,538
Thereafter	1,607,730	(187,343)	1,420,387
Total	$ 2,295,230	$ (282,153)	$ 2,013,077

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,:

	2022	2021
Bishop's charitable assistance fund	$ 5,000	$ -
Aging population funding	48,000	2,500
Homeless outreach	223,960	45,481
Access to care	36,031	36,351
Children's access	9,604	9,604
First Steps funds	9,352	9,023
Collaborative fund	4,750	-
Miscellaneous	7,732	22,238
	$ 344,429	$ 125,197

Note 9. Deferred revenue

Deferred revenue consists of the following at June 30,:

	2021	2020
HCBS ARPA Funds	$ 840,015	$ -
Provider relief funds	-	274,587
	$ 840,015	$ 274,587

Note 9. Deferred revenue (continued)

During the year ending June 30, 2022, the Organization received $840,015 in Home and Community Based Services funds which are funded through Section 9817 of the American Rescue Plan Act ("ARPA"). The funds are designed to enhance, expand, and strengthen certain Medicaid home and community based services (HCBS) and behavioral health services. As of June 30, 2022, none of the funds had been spent, thus are reported as deferred revenue.

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.

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, thus the funds were appropriately reported as deferred revenue. The funds were spent on allowable expenditures during the year ending June 30, 2022.

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 loan was forgiven in full during August 2021, thus the Organization has no obligation to repay the funds received. Accordingly, the $2,212,100 in loan forgiveness is reported PPP loan forgiveness in the non-operating revenue and expenses in the consolidated statement of activities for the year ending June 30, 2022.

Note 11. Line of credit

As of June 30, 2022 and 2021, 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, 2023. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus .50% (an effective rate of 5.25% and 3.75% at June 30, 2022 and 2021). The outstanding balance on the line at June 30, 2022 and 2021 was $0. respectively. The line of credit is secured by all business assets and real estate.

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 $2,295,230 and $2,417,730 at June 30, 2022 and 2021, 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, 2022 and 2021, the Organization reported an interest rate swap asset / (liability) of $24,211 and ($100,265) on the statement of financial position and a fair value gain / (loss) on the interest rate swap of $124,476 and $63,517 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 and expenses totaled $196,967 and $152,590 for the years ended June 30, 2022 and 2021, respectively.

Note 14. Concentrations

For the years ended June 30, 2022 and 2021, the Organization received approximately 70% and 74%, 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 $226,900 and $216,600 for the years ended June 30, 2022 and 2021, respectively.

The following details the future minimum lease payments on leases with an initial or remaining term of greater than one year as of June 30, 2020:

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	2021
Financial assets at year end:		
Cash and cash equivalents	$7,755,253	$6,583,475
Accounts receivable	712,586	477,737
Other receivable	1,152,465	226,806
Security deposit	18,687	11,087
Total financial assets	9,638,991	7,299,105
Less amounts not available within one year:		
Restricted cash	(344,429)	(125,197)
Security deposit	(18,687)	(11,087)
Financial assets available to meet general Expenditures over the next twelve months	$9,275,875	$7,162,821

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.

Note 17. Investments and fair value measurements

The Organization reports its investments at fair value using Level 1 inputs. The following details the fair value at June 30, 2022:

	Cost	Unrealized Gain/(Loss)	Market Value	% of Total
Cash and equivalents	$ 17,032	$ -	$ 17,032	2%
Exchange Traded Funds	1,256,356	(146,679)	1,109,677	98%
Total investments	$ 1,273,388	$ (146,679)	$ 1,126,709	100%

The following schedule summarizes the investment income and its classification in the statement of functional revenues and expenses and changes in net assets without restrictions for the years ended June 30,:

	2022
Realized gains/(losses)	$ (45,537)
Unrealized gains/(losses)	(146,679)
Interest and dividends	25,039
Fees and expenses	(6,117)
Investment income/(expense), net	$(173,294)

Note 18. 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.

SUPPLEMENTARY INFORMATION

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidating Statement of Position
June 30, 2022

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	$ 7,248,382	$ 162,442	$ 7,410,824	$ -	$ 7,410,824
Restricted cash	-	344,429	344,429	-	344,429
Accounts receivable, net	712,586	-	712,586		712,586
Other receivables	1,152,465	-	1,152,465	-	1,152,465
Prepaid expenses	380,861	-	380,861	-	380,861
Security deposit	18,687	-	18,687	-	18,687
Due from affiliate	211	-	211	(211)	-
Total current assets	9,513,192	506,871	10,020,063	(211)	10,019,852
Property and equipment, net	3,650,371	-	3,650,371	-	3,650,371
Other assets:					
Marketable securities	1,126,706	-	1,126,706	-	1,126,706
Interest rate swap agreement	24,211	-	24,211	-	24,211
Total assets	$ 14,314,480	$ 506,871	$ 14,821,351	$ (211)	$ 14,821,140
LIABILITIES AND NET ASSETS					
Current liabilities:					
Current portion of long-term debt	$ 108,571	$ -	$ 108,571	$ -	$ 108,571
Accounts payable	31,894	-	31,894	-	31,894
Accrued payroll and payroll liabilities	267,960	-	267,960	-	267,960
Accrued vacation	492,262	-	492,262	-	492,262
Accrued expenses	138,522	-	138,522	-	138,522
Deferred revenue	840,015	-	840,015	-	840,015
Due to affiliate	-	211	211	(211)	-
Total current liabilities	1,879,224	211	1,879,435	(211)	1,879,224
Long term liabilities:					
Interest rate swap agreement	-	-	-	-	-
PMPM reserve	1,208,356	-	1,208,356	-	1,208,356
Long-term-debt less current portion	1,904,506	-	1,904,506	-	1,904,506
Total long term liabilities	3,112,862	-	3,112,862	-	3,112,862
Total liabilities	4,992,086	211	4,992,297	(211)	4,992,086
Net assets:					
Without donor restrictions	9,322,394	162,231	9,484,625	-	9,484,625
With donor restrictions	-	344,429	344,429	-	344,429
Total net assets	9,322,394	506,660	9,829,054	-	9,829,054
Total liabilities and net assets	$ 14,314,480	$ 506,871	$ 14,821,351	$ (211)	$ 14,821,140

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
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 liabilties 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 AFFILIATE
Consolidating Statement of Activities
For the Year Ended June 30, 2022

	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	$ 1,662,135	$ -	$ -	$ -	$ 1,662,135	$ -	$ 1,662,135
State of New Hampshire - BBH	1,809,457	-	-	-	1,809,457	-	1,809,457
State and local funding	5,200	-	-	-	5,200	-	5,200
Other public support	18,542	54,757	269,902	324,659	343,201	-	343,201
Total public support	3,495,334	54,757	269,902	324,659	3,819,993	-	3,819,993
Revenues:							
Program service fees, net	21,192,628	-	-	-	21,192,628	-	21,192,628
Other service income	467,731	-	-	-	467,731	-	467,731
Rental income	5,474	-	-	-	5,474	-	5,474
Other	30,488	-	-	-	30,488	(10,673)	19,815
Total revenues	21,696,321	-	-	-	21,696,321	(10,673)	21,685,648
Total public support and revenues	25,191,655	54,757	269,902	324,659	25,516,314	(10,673)	25,505,641
Net assets released from restrictions:							
Satisfaction of program restrictions	-	50,670	(50,670)	-	-	-	-
Total	25,191,655	105,427	219,232	324,659	25,516,314	(10,673)	25,505,641
Operating expenses:							
BBH funded programs:							
Children	6,185,534	-	-	-	6,185,534	-	6,185,534
Elders	566,122	-	-	-	566,122	-	566,122
Vocational	295,094	-	-	-	295,094	-	295,094
Multi-Service	6,547,224	-	-	-	6,547,224	-	6,547,224
Acute Care	2,219,141	-	-	-	2,219,141	-	2,219,141
Independent Living	3,430,087	-	-	-	3,430,087	-	3,430,087
Assertive Community Treatment	975,245	-	-	-	975,245	-	975,245
Non-Specialized Outpatient	489,366	-	-	-	489,366	-	489,366
Non-BBH funded program services	335,920	77,355	-	77,355	413,275	-	413,275
Contributions	-	10,673	-	10,673	10,673	(10,673)	-
Total program expenses	21,043,733	88,028	-	88,028	21,131,761	(10,673)	21,121,088
Administrative expenses	1,592,532	-	-	-	1,592,532	-	1,592,532
Total expenses	22,636,265	88,028	-	88,028	22,724,293	(10,673)	22,713,620
Change in net assets from operations	2,555,390	17,399	219,232	236,631	2,792,021	-	2,792,021
Non-operating revenue and expenses:							
PPP Loan forgiveness	2,212,100	-	-	-	2,212,100	-	2,212,100
Loss on disposal of assets	(78,421)	-	-	-	(78,421)	-	(78,421)
Interest income	1,067	-	-	-	1,067	-	1,067
Investment income / (loss)	(173,294)	-	-	-	(173,294)	-	(173,294)
Fair value gain on interest rate swap	124,476	-	-	-	124,476	-	124,476
Change in net assets	4,641,318	17,399	219,232	236,631	4,877,949	-	4,877,949
Net assets, beginning of year	4,681,076	144,832	125,197	270,029	4,951,105	-	4,951,105
Net assets, end of year	$ 9,322,394	$ 162,231	$ 344,429	$ 506,660	$ 9,829,054	$ -	$ 9,829,054

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
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 revenue and expenses:							
Fair value gain (loss) 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

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Analysis of Accounts Receivable
For the Year Ended June 30, 2022

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	$ 224,925	$ 1,314,239	$ (847,441)	$ (411,401)	$ -	$ 280,322
Insurance companies	209,422	3,877,828	(1,489,414)	(2,336,694)	-	261,142
Medicaid	206,597	18,779,181	(1,277,995)	(17,435,687)	-	272,096
Medicare	83,043	1,079,338	(319,745)	(669,569)	-	173,067
Allowance	(246,250)	-	-	-	(27,791)	(274,041)
Total	$ 477,737	$ 25,050,586	$ (3,934,595)	$ (20,853,351)	$ (27,791)	$ 712,586

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, 2022

	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	$ 77,500	$ -	$ 35,385	$ -	$ 350,587	$ 918,201	$ -	$ 5,875	$ -	$ 1,387,548	$ 274,587	$ 1,662,135
State of New Hampshire - BBH	134,591	-	-	46,037	693,602	510,380	237,499	7,063	-	1,629,172	180,285	1,809,457
State and local funding	-	-	-	-	5,200	-	-	-	-	5,200	-	5,200
Other public support	-	-	-	-	-	-	-	281	2,500	2,781	15,761	18,542
Total public support	212,091	-	35,385	46,037	1,049,389	1,428,581	237,499	13,219	2,500	3,024,701	470,633	3,495,334
Revenues:												
Program service fees, net	8,739,481	1,159,884	386,549	6,672,547	1,236,541	1,541,308	801,330	231,550	423,438	21,192,628	-	21,192,628
Other service income	156,852	25,480	-	249,286	8,054	404	-	-	27,655	467,731	-	467,731
Rental income	938	-	140	1,582	938	938	-	938	-	5,474	-	5,474
Other	1,457	-	-	438	-	15,267	392	-	-	17,554	12,934	30,488
Total revenues	8,898,728	1,185,364	386,689	6,923,853	1,245,533	1,557,917	801,722	232,488	451,093	21,683,387	12,934	21,696,321
Total public support and revenues	9,110,819	1,185,364	422,074	6,969,890	2,294,922	2,986,498	1,039,221	245,707	453,593	24,708,088	483,567	25,191,655
Total expenses	6,764,556	636,734	323,339	6,942,653	2,303,876	3,528,944	1,031,735	503,488	420,655	22,455,980	180,285	22,636,265
Change in net assets from operations	2,346,263	548,630	98,735	27,237	(8,954)	(542,446)	7,486	(257,781)	32,938	2,252,108	303,282	2,555,390
Non-operating revenue and expenses:												
PPP Loan forgiveness	-	-	-	-	-	-	-	-	-	-	2,212,100	2,212,100
Loss on disposal of assets	-	-	-	-	-	-	-	-	-	-	(78,421)	(78,421)
Interest income	-	-	-	-	-	-	-	-	-	-	1,067	1,067
Investment income / (loss)	-	-	-	-	-	-	-	-	-	-	(173,294)	(173,294)
Fair value gain on interest rate swap	-	-	-	-	-	-	-	-	-	-	124,476	124,476
Total non-operating	-	-	-	-	-	-	-	-	-	-	2,085,928	2,085,928
Change in net assets	$ 2,346,263	$ 548,630	$ 98,735	$ 27,237	$ (8,954)	$ (542,446)	$ 7,486	$ (257,781)	$ 32,938	$ 2,252,108	$ 2,389,210	$ 4,641,318

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, 2022

	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	$ 4,301,640	$ 408,173	$ 157,921	$ 4,801,310	$ 1,730,466	$ 1,472,536	$ 636,478	$ 331,704	$ 125,351	$ 13,965,579	$ 823,809	$ 14,789,388
Employee benefits	840,959	91,397	82,584	842,867	189,505	396,568	176,400	55,107	27,587	2,702,974	105,415	2,808,389
Payroll taxes	302,817	27,318	19,530	328,434	126,168	101,410	42,359	23,356	10,622	982,014	54,883	1,036,897
Accounting/audit fees	29,006	2,891	1,191	24,797	4,629	10,568	3,752	1,287	868	78,989	18,460	97,449
Advertising	24,689	2,446	1,264	17,908	4,269	7,142	3,053	3,115	994	64,880	4,636	69,516
Conferences, conventions and meetings	8,531	303	1,787	13,879	9,929	4,789	796	333	167	40,514	15,664	56,178
Depreciation	79,740	4,383	2,536	76,892	41,777	17,702	9,153	10,816	1,859	244,858	37,552	282,410
Equipment maintenance	8,623	716	522	6,770	1,953	3,201	1,305	761	236	24,087	765	24,852
Equipment rental	18,385	931	679	10,863	2,540	4,162	2,212	1,504	348	41,624	995	42,619
Insurance	19,193	1,890	723	13,896	7,843	5,176	4,765	4,871	1,534	59,891	35,018	94,909
Interest expense	26,375	1,939	893	13,623	8,967	7,176	2,687	6,889	962	69,511	27,876	97,387
Legal fees	-	-	-	-	-	-	1,425	-	-	1,425	37,022	38,447
Membership dues	4,412	257	212	7,896	810	2,773	334	156	2,101	18,951	70,853	89,804
Occupancy expenses	168,392	2,462	1,138	59,816	11,405	1,144,497	14,445	18,967	9,075	1,430,197	56,937	1,487,134
Office expenses	104,582	6,757	5,623	71,258	25,612	38,763	20,870	11,127	2,666	287,258	71,203	358,461
Other expenses	1,209	1	1	10,915	1,564	2,747	354	3	-	16,794	41,320	58,114
Other professional fees	126,378	9,792	7,026	123,688	29,479	42,557	15,703	10,336	5,145	370,104	93,333	463,437
Program supplies	44,543	3,044	1,462	97,825	17,810	112,012	10,770	8,601	146,321	442,388	95,364	537,752
Travel	76,060	1,422	10,002	24,587	4,415	56,308	28,384	433	84	201,695	1,427	203,122
	6,185,534	566,122	295,094	6,547,224	2,219,141	3,430,087	975,245	489,366	335,920	21,043,733	1,592,532	22,636,265
Administrative allocation	579,022	70,612	28,245	395,429	84,735	98,857	56,490	14,122	84,735	1,412,247	(1,412,247)	-
Total program expenses	$ 6,764,556	$ 636,734	$ 323,339	$ 6,942,653	$ 2,303,876	$ 3,528,944	$ 1,031,735	$ 503,488	$ 420,655	$ 22,455,980	$ 180,285	$ 22,636,265

See Independent Auditor's Report

CLM Center for Life Management

BOARD OF DIRECTORS FY2023

Name/Position

Maria Gudinas
Chairperson

David Hebert
Vice Chair

Joseph Crawford
Secretary

Michael Delahanty
Treasurer

Vic Topo
President & CEO

Vernon Thomas

[redacted]

Rebecca Sanborn

[redacted]

David McPherson

[redacted]

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.

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

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.

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

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.

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.

[redacted]

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.

KENNETH M. BROWN, M.D.,M.P.H.

EDUCATION

1994-1996	Child and Adolescent Psychiatry Fellowship University of Miami/ Jackson Memorial Hospital
1991-1994	Psychiatry Residency Medical University of South Carolina Institute of Psychiatry Charleston, South Carolina
1987-1992	Doctor of Medicine Tulane University School of Medicine Tulane Medical Center Charity Hospital New Orleans, Louisiana
1987-1991	Masters of Public Health Tulane University School of Tropical Medicine and Public Health New Orleans, Louisiana
1983-1987	Bachelor of Science Engineering Major: Biomedical Engineering Tulane University School of Engineering
1985-1986	Tulane University Honor Scholar Junior Year Abroad Major: Engineering University of Southampton Southampton, England

EMPLOYMENT

2000-Present	Medical Director Hampstead Hospital Hampstead, New Hampshire
1996-2000	Chief, Child and Adolescent Psychiatrist Hampstead Hospital Hampstead, New Hampshire

EMPLOYMENT (cont.)

1996-Present Solo Private Practice (Inpatient and Outpatient)
Child, Adolescent and Adult Psychotherapy and Psychopharmacology
Hampstead Hospital
218 East Road
Hampstead, New Hampshire

1997-2000 Child and Adolescent Psychiatrist
Center for Life Management
Community Mental Health Center
Derry, New Hampshire

1991-1994 Court Appointed Expert Witness
Court Appointed Designated Examiner
Charleston County Court

1993-1994 Treating Psychiatrist
South Carolina Department of Mental Health
Dual Diagnoses Community Mental Health Clinic
Charleston, South Carolina

ACADEMIC AFFILIATIONS

1999-Present Adjunct Professor in Clinical Research
Dartmouth University
Hanover, New Hampshire

RESEARCH

2001-2003 Sub-investigator
Access Clinical Trials

A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release Carbamazepine in Patients with Bipolar Disorder.
Shire Laboratories

A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release Carbamazepine in Lithium Failure Patients with Bipolar Disorder.
Shire Laboratories

A Double-Blind, Parallel Study of the Safety, Tolerability and Preliminary Efficacy of Flutamide Compared to Placebo in Patients with Anorexia Nervosa
Vela Pharmaceuticals Inc.

RESEARCH (cont.)

A Phase III, Randomized, Double-Blind, Placebo-Controlled Study of Safety and Efficacy of C-1073 (Mifepristone) in Patients with Major Depressive Disorder with Psychotic Features Who are not Receiving Antidepressants or Antipsychotics.
Corcept Therapeutics, Inc.

Olanzapine Versus Ziprasidone in the Treatment of Schizophrenia
Eli Lilly and Company

A Multicenter, Randomized, Double-Blind, Study of Aripiprazole Versus Placebo in the Treatment of Acutely Manic Patients with Bipolar Disorder.
Bristol-Myers Squibb Pharmaceutical Research Institute

PUBLICATIONS and POSTER PRESENTATIONS

Bupropion Sustained Release in Adolescents With Comorbid Attention-Deficit/ Hyperactivity Disorder and Depression
Daviss, Bentivoglio, Racusin, Brown, et al.,
J. Am. Acad. Child Adolescent Psychiatry, 40:3, March 2001

A Retrospective Study of Citalopram in Adolescents with Depression
Bostic J.Q., Prince J., Brown K., Place S.
Journal of Child and Adolescent Psychopharmacology 2001; 11; 159-166.

Citalopram for the Treatment of Adolescent Anxiety Disorders: A Pilot Study.
Prince J., Bostic J.Q., Monuteaux M., Brown K., Place S.
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

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

Center for Life Management

Key Personnel

SS-2024-DBH-01-MENTA-10

Name	Job Title	Salary Amount Paid from this Contract
Vic Topo	President, CEO	0
Diana Lachapelle	Vice President, CFO	0
Steve Arnault	Vice President, Operations & Quality	0
Kenneth Brown, MD	Medical Director	0