



Lori A. Weaver  
Interim Commissioner

Katja S. Fox  
Director

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

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May 15, 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** amendments to existing contracts with the Contractors listed below for the provision of Critical Time Intervention services, by exercising contract renewal options by increasing the total price limitation by \$6,192,796 from \$4,042,441 to \$10,235,237 and extending the completion dates from June 30, 2023 to June 30, 2025, effective July 1, 2023 upon Governor and Council approval. 100% General Funds.

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

Contractor Name	Vendor Code	Current Amount	Increase (Decrease)	Shared Price Limitation	Revised Amount (includes shared portion)	G&C Approvals
Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County Dover, NH	177278	\$593,384	\$755,622		\$1,874,634	O: 10/27/21, (Item #15) A1: 4/6/22, (Item #14)
The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health Nashua, NH	154112	\$593,384	\$755,622		\$1,874,634	O: 10/27/21, (Item #15) A1: 4/6/22, (Item #14)
The Mental Health Center of Greater Manchester, Inc. Manchester, NH	177184	\$593,384	\$755,622	\$525,628	\$1,874,634	O: 10/27/21, (Item #15) A1: 4/6/22, (Item #14)

West Central Services, Inc. DBA West Central Behavioral Health Lebanon, NH	177654	\$347,521	\$377,812		\$1,250,961	O: 10/27/21, (Item #15) A1: 4/6/22, (Item #14)
Riverbend Community Mental Health, Inc. Concord, NH	177192	\$349,487	\$566,716		\$1,441,831	O: 4/6/22, (Item #14)
Northern Human Services Conway, NH	177222	\$258,410	\$377,812		\$1,161,850	O: 4/6/22, (Item #14)
Seacoast Mental Health Center, Inc. Portsmouth, NH	174089	\$440,564	\$755,622		\$1,721,814	O: 4/6/22, (Item #14)
The Lakes Region Mental Health Center, Inc. Laconia, NH	154480	\$258,410	\$377,812		\$1,161,850	O: 4/6/22, (Item #14)
Monadnock Family Services Keene, NH	177510	\$258,410	\$377,812		\$1,161,850	O: 4/6/22, (Item #14)
The Mental Health Center for Southern New Hampshire DBA Center for Life Management Derry, NH	174116	\$349,487	\$566,716		\$1,441,831	O: 4/6/22, (Item #14)
<b>Total:</b>		<b>\$4,042,441</b>	<b>\$5,667,168</b>	<b>\$525,628</b>	<b>\$10,235,237</b>	

Funds are anticipated to be available in State Fiscal Years 2024 and 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 MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The ten (10) Community Mental Health Centers have been identified as the qualified Contractors to implement the Critical Time Intervention (CTI) program, to better address the needs of community members, lower hospital readmission rates, and lower hospital readmission costs. The ten (10) Community Mental Health

Centers are designated by the Bureau to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule He-M 425.03.

The purpose of this request is for the Contractors to continue operationalizing CTI programs that provide intensive individual support services for individuals during the initial nine (9) months of discharge from inpatient behavioral health settings, which may include, New Hampshire Hospital and Designated Receiving Facilities. The increase in allocated funding in SFY 2024 is commensurate with the staggered program launch. Contractors initiated CTI at varying rates throughout SFY 2022 and 2023 with full implementation expected in SFY 2024. The shared price limitation accommodates variability of program participant needs across the state. Funds are available to cover extraordinary costs incurred in fulfillment of the agreement as well as incentive payments for Contractors that meet service milestones associated with program initiation and graduation.

Approximately 900 individuals will be served during State Fiscal Years 2024, and 2025.

The Contractors will continue to delivering CTI services that aim to enhance the quality of life of individuals transitioning from inpatient behavioral health settings, while mitigating readmission to psychiatric facilities. The ongoing services will involve facilitating community reintegration and ensuring that individuals have established ties and support systems in place for sustained care continuity.

The Department will continue monitoring the Critical Time Intervention program by:

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

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the original agreements, the Department has the option to extend four (4) of the agreements for up to three (3) additional years. The Department is exercising its option to renew services for the remaining two (2) years available. The Department has the option to extend the other six (6) agreements for up to two (2) additional years, and the Department is exercising its option to renew services for the two (2) years available.

Should the Governor and Executive Council not authorize this request, individuals will continue to experience higher hospitalization rates, lengthier waitlists times, and gaps in services that support successful reintegration into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

Attachment A  
Financial Details

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	7,594.00	-	7,594.00
2023	102-500731	Contracts for program services	92000051	78,987.00		78,987.00
2024	102-500731	Contracts for program services	92000051		188,906.00	188,906.00
2025	102-500731	Contracts for program services	92000051		188,906.00	188,906.00
		<b>Subtotal</b>		<b>86,581.00</b>	<b>377,812.00</b>	<b>464,393.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051	152,964.00		152,964.00
2024	102-500731	Contracts for program services	92000051		377,811.00	377,811.00
2025	102-500731	Contracts for program services	92000051		377,811.00	377,811.00
		<b>Subtotal</b>		<b>165,958.00</b>	<b>755,622.00</b>	<b>921,580.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051	152,964.00		152,964.00
2024	102-500731	Contracts for program services	92000051		377,811.00	377,811.00
2025	102-500731	Contracts for program services	92000051		377,811.00	377,811.00
		<b>Subtotal</b>		<b>165,958.00</b>	<b>755,622.00</b>	<b>921,580.00</b>

Community Partners / 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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051	152,964.00		152,964.00
2024	102-500731	Contracts for program services	92000051		377,811.00	377,811.00
2025	102-500731	Contracts for program services	92000051		377,811.00	377,811.00
		<b>Subtotal</b>		<b>165,958.00</b>	<b>755,622.00</b>	<b>921,580.00</b>

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	115,976.00		115,976.00
2024	102-500731	Contracts for program services	92000051		283,358.00	283,358.00
2025	102-500731	Contracts for program services	92000051		283,358.00	283,358.00
		<b>Subtotal</b>		<b>115,976.00</b>	<b>566,716.00</b>	<b>682,692.00</b>

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	78,987.00		78,987.00
2024	102-500731	Contracts for program services	92000051		188,906.00	188,906.00
2025	102-500731	Contracts for program services	92000051		188,906.00	188,906.00
		<b>Subtotal</b>		<b>78,987.00</b>	<b>377,812.00</b>	<b>456,799.00</b>

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	152,964.00		152,964.00
2024	102-500731	Contracts for program services	92000051		377,811.00	377,811.00
2025	102-500731	Contracts for program services	92000051		377,811.00	377,811.00
		<b>Subtotal</b>		<b>152,964.00</b>	<b>755,622.00</b>	<b>908,586.00</b>

Attachment A  
Financial Details

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
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	78,987.00	-	78,987.00
2024	102-500731	Contracts for program services	92000051	-	188,906.00	188,906.00
2025	102-500731	Contracts for program services	92000051	-	188,906.00	188,906.00
		<b>Subtotal</b>		<b>78,987.00</b>	<b>377,812.00</b>	<b>456,799.00</b>

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	78,987.00	-	78,987.00
2024	102-500731	Contracts for program services	92000051	-	188,906.00	188,906.00
2025	102-500731	Contracts for program services	92000051	-	188,906.00	188,906.00
		<b>Subtotal</b>		<b>78,987.00</b>	<b>377,812.00</b>	<b>456,799.00</b>

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	115,976.00	-	115,976.00
2024	102-500731	Contracts for program services	92000051	-	283,358.00	283,358.00
2025	102-500731	Contracts for program services	92000051	-	283,358.00	283,358.00
		<b>Subtotal</b>		<b>115,976.00</b>	<b>566,716.00</b>	<b>682,692.00</b>

<b>Total</b>				<b>1,206,332.00</b>	<b>5,667,168.00</b>	<b>6,873,500.00</b>
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05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATHLH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	121,541.00	-	121,541.00
2023	074-500585	Grants for public assistance	92244120	73,995.00	-	73,995.00
		<b>Subtotal</b>		<b>195,536.00</b>	<b>-</b>	<b>195,536.00</b>

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
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	154,614.00	-	154,614.00
		<b>Subtotal</b>		<b>362,022.00</b>	<b>-</b>	<b>362,022.00</b>

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
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	154,614.00	-	154,614.00
		<b>Subtotal</b>		<b>362,022.00</b>	<b>-</b>	<b>362,022.00</b>

Community Partners / 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
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	154,614.00	-	154,614.00
		<b>Subtotal</b>		<b>362,022.00</b>	<b>-</b>	<b>362,022.00</b>

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	53,803.00	-	53,803.00
2023	074-500585	Grants for public assistance	92244120	114,304.00	-	114,304.00
		<b>Subtotal</b>		<b>168,107.00</b>	<b>-</b>	<b>168,107.00</b>

Northern Human Services (Vendor Code 177222-B004)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	40,024.00		40,024.00
2023	074-500585	Grants for public assistance	92244120	73,995.00		73,995.00
		<i>Subtotal</i>		114,019.00	-	114,019.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	67,582.00		67,582.00
2023	074-500585	Grants for public assistance	92244120	154,614.00		154,614.00
		<i>Subtotal</i>		222,196.00	-	222,196.00

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
2022	074-500585	Grants for public assistance	92244120	40,024.00		40,024.00
2023	074-500585	Grants for public assistance	92244120	73,995.00		73,995.00
		<i>Subtotal</i>		114,019.00	-	114,019.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	40,024.00		40,024.00
2023	074-500585	Grants for public assistance	92244120	73,995.00		73,995.00
		<i>Subtotal</i>		114,019.00	-	114,019.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	53,803.00		53,803.00
2023	074-500585	Grants for public assistance	92244120	114,304.00		114,304.00
		<i>Subtotal</i>		168,107.00	-	168,107.00

<b>Total</b>				<b>2,182,069.00</b>	<b>-</b>	<b>2,182,069.00</b>
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05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: PUBLIC HEALTH DIV OF, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, PUBLIC HEALTH CRISIS RSP-ARP (100% Federal Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	65,404.00		65,404.00
		<i>Subtotal</i>		65,404.00	-	65,404.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	65,404.00		65,404.00
		<i>Subtotal</i>		65,404.00	-	65,404.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	65,404.00		65,404.00
		<i>Subtotal</i>		65,404.00	-	65,404.00

Community Partners / 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
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	65,404.00		65,404.00

Attachment A  
Financial Details

			<b>Subtotal</b>	65,404.00	-	65,404.00
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Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	65,404.00	-	65,404.00
			<b>Subtotal</b>	65,404.00	-	65,404.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	65,404.00	-	65,404.00
			<b>Subtotal</b>	65,404.00	-	65,404.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	65,404.00	-	65,404.00
			<b>Subtotal</b>	65,404.00	-	65,404.00

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
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	65,404.00	-	65,404.00
			<b>Subtotal</b>	65,404.00	-	65,404.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	65,404.00	-	65,404.00
			<b>Subtotal</b>	65,404.00	-	65,404.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	65,404.00	-	65,404.00
			<b>Subtotal</b>	65,404.00	-	65,404.00

<b>Total</b>				654,040.00	-	654,040.00
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Funding amount shared by vendors as follows

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92000052		271,525.00	271,525.00
2025	102-500731	Contracts for program services	92000052		254,103.00	254,103.00
			<b>Subtotal</b>		525,628.00	525,628.00
<b>Grand Total</b>				4,042,441.00	6,192,796.00	10,235,237.00

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

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 27, 2021, (Item #15), as amended on April 6, 2022, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,874,634
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit B, Amendment #1, Scope of Services, by replacing in its entirety with Exhibit B Amendment #2, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Amendment #1, Payment Terms, by replacing in its entirety with Exhibit C Amendment #2, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-3, Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Budget, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

5/23/2023

Date

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

Behavioral Health & Developmental Services of Strafford  
County, Inc. DBA Community Partners of Strafford County

5/23/2023

Date

DocuSigned by:  
*Wayne Goss*  
Name: Wayne Goss  
Title: President

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

OFFICE OF THE ATTORNEY GENERAL

5/26/2023

Date

DocuSigned by:  
*Robyn Guarino*  
748734844941400  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

**Scope of Services**

**1. Statement of Work – All Regions**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning back into their community from:
  - 1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and
  - 1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 9 for individuals who meet criteria as they relate to the transition, as determined by the Department.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews, and revise policies and procedures as identified by the Contractor, and as mutually agreed upon by the Contractor and the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;
  - 1.8.2. Progress; and
  - 1.8.3. Opportunities.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure the EHR has capacity to capture information regarding:
  - 1.9.1. Referrals;
  - 1.9.2. Discharge;
  - 1.9.3. Assessments;
  - 1.9.4. Care plans;
  - 1.9.5. All interactions between CTI program and the individual;
  - 1.9.6. Hospitalizations; and
  - 1.9.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall participate in continuous quality improvement exercises to ensure the accuracy, completeness, and timely submission of CTI data to the Department.
- 1.11. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.12. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.13. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.13.1. New Hampshire Hospital and all of the DRFs, statewide.
  - 1.13.2. Community Mental Health Centers, statewide.
  - 1.13.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.13.4. Landlords.
  - 1.13.5. Local Businesses.
  - 1.13.6. Community Action Program agencies.
  - 1.13.7. Peer Support Agencies.
  - 1.13.8. Educational Institutions.
  - 1.13.9. Public Assistance Agencies.
  - 1.13.10. Local Welfare Offices.
  - 1.13.11. Public Health Departments.
  - 1.13.12. Transportation providers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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- 1.13.13. Churches.
- 1.13.14. Refugee associations.
- 1.13.15. Health clubs.
- 1.13.16. Other social support organizations.
- 1.14. The Contractor shall take all necessary action to support the individual with connecting to the community support providers identified in the discharge plan.
- 1.15. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.15.1. Emergency Department visits.
  - 1.15.2. Inpatient services to resolve crisis as they arise.
  - 1.15.3. Supplementary crisis programs, as needed and determined by the Contractor.
  - 1.15.4. Rapid Response.
- 1.16. If an individual experiences a re-admittance, and is no longer able to participate in CTI, the Contractor shall ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

**2. Pre-CTI Services**

- 2.1. The Contractor shall provide Pre-CTI supports and services for the period after an individual is referred, and before that individual is discharged from an inpatient behavioral health setting. The Contractor shall ensure:
  - 2.1.1. Individuals meet the current referral criteria as approved by the Department.
- 2.2. During the Pre-CTI phase, the Contractor shall obtain consent from the individual to participate in the CTI program.
- 2.3. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 2.3.1. Schedule an appointment with the individual within one (1) business day of receiving a referral for services; and
  - 2.3.2. Meet with the individual as often as needed to:
    - 2.3.2.1. Assess their needs; and
    - 2.3.2.2. Develop a CTI Phase Plan that supports a successful discharge.
- 2.4. The Contractor shall conduct an assessment of the individual's needs using

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

tools pre-approved by the Department, to:

- 2.4.1. Review the individual's treatment history;
- 2.4.2. Identify existing community supports; and
- 2.4.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
  - 2.4.3.1. Income.
  - 2.4.3.2. Access to health care, including:
    - 2.4.3.2.1. Health care services;
    - 2.4.3.2.2. Mental health services;
    - 2.4.3.2.3. Substance Use Disorder and Recovery Support Services; and
    - 2.4.3.2.4. Insurance coverage.
  - 2.4.3.3. Diet and exercise.
  - 2.4.3.4. Education.
  - 2.4.3.5. Employment.
  - 2.4.3.6. Family and social supports.
  - 2.4.3.7. Housing arrangements.
- 2.5. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:
  - 2.5.1. Documenting the individual's recovery and transition goals;
  - 2.5.2. Identifying supports and services to assist the individual with transition back into the community;
  - 2.5.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
    - 2.5.3.1. Housing supports.
    - 2.5.3.2. Mental health services.
    - 2.5.3.3. Primary care health services.
    - 2.5.3.4. Transportation supports.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 2.5.3.5. Child care supports.
- 2.5.3.6. Educational programs and supports.
- 2.5.3.7. Employment supports.
- 2.5.3.8. Family, friends, and peers.
- 2.5.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 2.5.5. Identifying barriers to success; and
- 2.5.6. Providing assistance with barrier resolution.

**3. Phase One (1) CTI Services**

- 3.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 3.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 3.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 3.2.1.1. Health care appointments.
    - 3.2.1.2. Mental health appointments.
    - 3.2.1.3. Recovery and substance use treatment sessions.
    - 3.2.1.4. Dental appointments.
    - 3.2.1.5. Other appointments relative to life skills.
  - 3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 3.2.4. Attending meetings or appointments as requested by the individual.
- 3.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 3.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**4. Phase Two (2) CTI Services**

- 4.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 4.2. The Contractor shall reassess the individual's needs and update the Phase Plan.
- 4.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 4.3.2. Assisting with self-advocacy.
- 4.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 4.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 4.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 4.7.1. Faith and/or spiritual programs.
  - 4.7.2. Physical fitness programs.
  - 4.7.3. Social clubs.
  - 4.7.4. Creative art programming.
  - 4.7.5. Education.
  - 4.7.6. Employment.
- 4.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**5. Phase Three (3) CTI Services**

- 5.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 5.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 5.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 5.3.1. Developing a long-term plan to:

5.3.1.1. Manage their support network independently; and

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 5.3.1.2. Achieve recovery goals that remain outstanding.
- 5.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 5.5. The Contractor shall facilitate a final meeting with the individual to:
  - 5.5.1. Acknowledge achievements over the past 9 months; and
  - 5.5.2. Ensure the individual can function independently with their support network.
- 5.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
  - 5.6.1. The individual's recovery and transition goals;
  - 5.6.2. The steps the individual made that indicate their ability to manage their support network independently;
  - 5.6.3. The individual's experience in CTI;
  - 5.6.4. Initial Risk Assessment;
  - 5.6.5. Barriers to the Intervention; and
  - 5.6.6. A summary of the CTI Intervention.

**6. CTI Program Inactive, Reactivated and Closed Statuses**

- 6.1. The Contractor shall maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:
  - 6.1.1. Inactive Status
    - 6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement [defined as at least two (2) attempts by phone or in-person per week] for three (3) weeks occurs, the individual shall be considered inactive.
    - 6.1.1.2. The CTI Coach shall notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.
    - 6.1.1.3. The CTI Supervisor shall:
      - 6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;
      - 6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

case at the completion of nine (9) months [defined as from the day of initial discharge]; and

6.1.1.3.3. Note the individual did not complete the program in the EHR.

6.1.2. Reactivated Status

6.1.2.1. An individual shall be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

6.1.2.2. Once the individual is reactivated, the CTI Supervisor shall reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

6.1.2.3. The reactivated individual shall continue the CTI program according to the initial 9-month timeline based on their date of discharge.

6.1.2.4. The CTI Coach shall update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

6.1.2.5. The individual shall be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

6.1.3. Closed Status

6.1.3.1. An individual shall be considered closed if the individual:

6.1.3.1.1. Moved out of state, or the catchment area;

6.1.3.1.2. Passed away;

6.1.3.1.3. Declines participation in CTI following initial engagement;

6.1.3.1.4. Is hospitalized for an extended period of time as determined by the Contractor;

6.1.3.1.5. Transferred to an Assertive Community Treatment (ACT) Team;

6.1.3.1.6. Is incarcerated; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

6.1.3.1.7. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's client closing policy.

6.1.3.2. The CTI Coach shall update the EHR to indicate the closed status.

6.1.3.3. The CTI Supervisor shall remove the individual from the CTI Coach's caseload.

6.1.3.4. If the individual becomes eligible for CTI again, the Contractor shall ensure they are allowed to receive the service.

**7. CTI Supervisory Scope of Work**

7.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

7.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:

7.2.1. Weekly documentation on required forms that include the:

7.2.1.1. Weighted caseload tracker;

7.2.1.2. Phase date form; and

7.2.1.3. CTI Team Supervision form; and

7.2.2. CTI worker's fidelity efforts; and

7.2.3. CTI worker's barriers to securing community services and supports for CTI participants.

7.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**8. Flexible Needs**

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

8.1.1. Groceries.

8.1.2. Transportation.

8.1.3. Childcare.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 8.1.4. Short-term housing costs, such as security deposits or utility bills.
- 8.1.5. Clothing appropriate for cold weather, job interviews, or work.
- 8.1.6. Other uses pre-approved in writing by the Department.

**9. Staffing**

- 9.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 9.1.1. Four (4) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 9.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 9.2. 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.
- 9.3. The Contractor shall ensure all CTI staff:
  - 9.3.1. Complete the CTI model training; and
  - 9.3.2. Attend regular Community of Practice (CoP) meetings.
- 9.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 9.4.1. A two (2) day CTI worker training;
  - 9.4.2. A one (1) day CTI supervisor training;
  - 9.4.3. A two (2) day Train-the-Trainer training;
  - 9.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 9.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 9.4.5.1. Motivational Interviewing.
    - 9.4.5.2. Harm reduction.
    - 9.4.5.3. Trauma Informed Care.
    - 9.4.5.4. Setting boundaries.

**10. Exhibits Incorporated**

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

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

has been executed by the parties.

- 10.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 10.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**11. Reporting Requirements**

- 11.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 11.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
  - 11.2.1. Implementation milestones that include but are not limited to:
    - 11.2.1.1. Hiring, onboarding, and training of staff.
    - 11.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRFs.
    - 11.2.1.3. Open enrollment.
    - 11.2.1.4. Community engagement activities for individual resource development.
    - 11.2.1.5. Training of CMHC clinical staff on the CTI Program.
    - 11.2.1.6. The development of an internal process for communication and coordination between agency services.
    - 11.2.1.7. CTI program improvement efforts.
    - 11.2.1.8. CTI implementation fidelity self-Assessment outcomes.
    - 11.2.1.9. Barriers, challenges, and highlights.
- 11.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15<sup>th</sup>) day of the following month.
- 11.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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**12. Operationalization Measures**

- 12.1. The Department will monitor the contracted services by:
  - 12.1.1. Meeting with the Contractor to determine whether:
    - 12.1.1.1. Implementation milestones have been met;
    - 12.1.1.2. Staffing requirements have been met; and
    - 12.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 12.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;
  - 12.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
  - 12.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 12.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 12.2.1. Barriers to progress, as identified by the Department.
  - 12.2.2. Action taken to date to address barriers.
  - 12.2.3. Future action to address barriers, with timeframes.
  - 12.2.4. Action taken to date to make progress.
  - 12.2.5. Future action to make progress, with timeframes.
- 12.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 12.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 12.4.1. Operational workflows;
  - 12.4.2. CTI policies and procedures;
  - 12.4.3. Encounter notes on required forms; and
  - 12.4.4. Phoenix data entry.
- 12.5. The Contractor may be required to provide other key data and metrics to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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Department, including client-level demographic, performance, and service data.

- 12.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 12.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 12.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**13. Additional Terms**

**13.1. Impacts Resulting from Court Orders or Legislative Changes**

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

**13.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

13.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**13.3. Credits and Copyright Ownership**

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



**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

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

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

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 72.29% General funds.
  - 1.2. 21.32%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, Assistance Listing Number 93.958, FAIN B09SM083987.
  - 1.3. 6.39% Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021; by the Centers for Disease Control and Prevention, Assistance Listing Number 93.354, FAIN NU90TP922144.
  
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective July 1, 2023, except for a) Contingency Funds described in Subsection 2.5 and b) Incentive Payments described in Subsection 2.6; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.3.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.3.1.1, Rate Table, which are rates set for the term of the contract.

**2.3.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI (Phases 1-3)	\$370.91	Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	Paid once per individual, per month, not to exceed nine (9) consecutive months.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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- 2.3.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #2, Scope of Services, which include:
- 2.3.2.1. CTI worker salaries and benefits;
  - 2.3.2.2. CTI supervisor salaries and benefits; and
  - 2.3.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.3.3. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.3.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-3, Budget, Amendment #2 through Exhibit C-4, Budget, Amendment #2 over the term of the Agreement.
- 2.3.4. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1., and the actual amounts of expenses incurred.
  - 2.3.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.3.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.
- 2.3.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table in

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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Subparagraph 2.3.1.1 have been met for each individual identified on the invoice.

- 2.3.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.3.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.4. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-3, Budget, Amendment #2 through Exhibit C-4, Budget, Amendment #2. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.4.1. Used to directly support the needs of the client when no other funds are available;
  - 2.4.2. Used for one-time expenses tangible in nature;
  - 2.4.3. Not disbursed as gift cards or gift certificates;
  - 2.4.4. Directly allocable to the work performed under this Agreement;
  - 2.4.5. Appropriate in amount and nature, as determined by the Department; and
  - 2.4.6. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.5. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$50,000 for SFY 2024 and \$50,000 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:
- 2.5.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and
  - 2.5.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-3, Budget, Amendment #2 through Exhibit C-4, Budget, Amendment #2, and meet criteria as outlined by the Department at the time of application.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

2.6. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 1 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$221,525 for SFY 2024 and \$204,103 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

2.6.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

2.6.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2025. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

2.6.3. **Table 1**

#	Incentive Payment Goal	Total Incentive Payments
1	For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments.	\$350 per individual
2	For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments.	\$500 per individual

2.6.4. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

2.6.5. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2024 through 2025; and/or seven (7) months of active participation and two (2) months of inactive participation.

2.6.6. The incentive target shall be available on:

2.6.6.1. A quarterly basis per SFY 2024 and SFY 2025, until the statewide total price limitation is reached each SFY; and based on:

Contractor Initials DS  
WG

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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2.6.6.1.1. Data submitted by the Contractor via the Phoenix reporting system.

2.6.7. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

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

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 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.

10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.

11. Audits

11.1. The Contractor must email an annual audit to: Denise.J.Daigneault@dhhs.nh.gov if any of the following conditions exist:

11.1.1. 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.

11.1.2. 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.

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

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

11.3. 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.

11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

WG

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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

Exhibit C-3 Budget, Amendment #2

New Hampshire Department of Health and Human Services												
Vendor Name: Behavioral Health & Developmental Services of Stafford County, Inc. DBA Community Partners of Stafford County												
Budget Request for: Operationalization of the Critical Time Intervention Pilot Program												
Budget Period: 7/1/2023 to 6/30/2024												
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share					
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total			
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (specific details mandatory):	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Flex Funds (pre approval needed)	\$	8,000.00	\$	\$	\$	8,000.00	\$	\$	8,000.00	\$	\$	8,000.00
Incentive Payments (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Per Diem Expenses	\$	369,811.00	\$	\$	\$	369,811.00	\$	\$	369,811.00	\$	\$	369,811.00
Contingency Exp. (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>	\$	<b>377,811.00</b>	\$	\$	\$	<b>377,811.00</b>	\$	\$	\$	\$	<b>377,811.00</b>	\$

Indirect As A Percent of Direct

0.0%

Exhibit C-4 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County

Budget Request for: Operationalization of the Critical Time Intervention Pilot Program

Budget Period: 7/1/2024 to 6/30/2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$		\$	\$		\$	\$		\$
2. Employee Benefits	\$		\$	\$		\$	\$		\$
3. Consultants	\$		\$	\$		\$	\$		\$
4. Equipment:	\$		\$	\$		\$	\$		\$
Rental	\$		\$	\$		\$	\$		\$
Repair and Maintenance	\$		\$	\$		\$	\$		\$
Purchase/Depreciation	\$		\$	\$		\$	\$		\$
5. Supplies:	\$		\$	\$		\$	\$		\$
Educational	\$		\$	\$		\$	\$		\$
Lab	\$		\$	\$		\$	\$		\$
Pharmacy	\$		\$	\$		\$	\$		\$
Medical	\$		\$	\$		\$	\$		\$
Office	\$		\$	\$		\$	\$		\$
6. Travel	\$		\$	\$		\$	\$		\$
7. Occupancy	\$		\$	\$		\$	\$		\$
8. Current Expenses	\$		\$	\$		\$	\$		\$
Telephone	\$		\$	\$		\$	\$		\$
Postage	\$		\$	\$		\$	\$		\$
Subscriptions	\$		\$	\$		\$	\$		\$
Audit and Legal	\$		\$	\$		\$	\$		\$
Insurance	\$		\$	\$		\$	\$		\$
Board Expenses	\$		\$	\$		\$	\$		\$
9. Software - System Upgrade Funds	\$		\$	\$		\$	\$		\$
10. Marketing/Communications	\$		\$	\$		\$	\$		\$
11. Staff Education and Training	\$		\$	\$		\$	\$		\$
12. Subcontracts/Agreements	\$		\$	\$		\$	\$		\$
13. Other (specific details mandatory):	\$		\$	\$		\$	\$		\$
Flex Funds (pre approval needed)	\$	8,000.00	\$	\$		\$	\$	8,000.00	\$
Incentive Payments (pre approval needed)	\$		\$	\$		\$	\$		\$
Per Diem Expenses	\$	369,811.00	\$	\$		\$	\$	369,811.00	\$
Contingency Exp. (pre approval needed)	\$		\$	\$		\$	\$		\$
<b>TOTAL</b>	\$	<b>377,811.00</b>	\$	\$		\$	\$	<b>377,811.00</b>	\$

Indirect As A Percent of Direct 0.0%

# 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.

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

David M. Scanlan  
Secretary of State



# State of New Hampshire

## Department of State



Business Name : **BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC.**

Business ID : **62273**

### Filing History

Filing#	Filing Date	Effective Date	Filing Type	Nonprofit Report Year
0005037460	11/03/2020	11/03/2020	Nonprofit Report	2020
0004767387	01/16/2020	01/16/2020	Annual Report Reminder	N/A
0003188390	11/24/2015	11/24/2015	Nonprofit Report	2015
0000474314	12/20/2010	12/20/2010	Annual Report	2010
0000474313	10/08/2010	10/08/2010	Reminder Letter	N/A
0000474312	02/02/2006	02/02/2006	Annual Report	2005
0000474311	09/26/2001	09/26/2001	Amendment	N/A
0000474310	09/07/2000	09/07/2000	Annual Report	2000
0000474309	02/03/1998	02/03/1998	Amendment	N/A
0000474308	04/25/1997	04/25/1997	Amendment	N/A
0000474307	01/25/1996	01/25/1996	Annual Report	1995
0000474306	05/23/1984	05/23/1984	Amendment	N/A
0000474305	09/24/1982	09/24/1982	Business Formation	N/A



# State of New Hampshire

## Department of State



### Trade Name Information

Business Name	Business ID	Business Status
BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY	386680	Expired
BEHAVIORAL HEALTH SERVICES OF STRAFFORD COUNTY	386679	Expired
COMMUNITY PARTNERS OF STRAFFORD COUNTY	455172	Active
FREE ENTERPRISE JOB TRAINING SYSTEM	13795	Expired
ARTISAN INDUSTRIES	53629	Expired
SALMON FALLS MANUFACTURING	84984	Expired
ADVANCE EMPLOYMENT SERVICES	176675	Expired
ADVANCE EMPLOYMENT SERVICES	85345	Active
A Formal Affair	715296	Expired
ROCHESTER COMMUNITY COUNSELING	780945	Active
P.A.R.T. ONE	781205	Active
THE JOB CLUB	781206	Active
DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY	386678	Expired

### Name History

Name	Name Type
DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC.	
DEVELOPMENTAL DISABILITIES SERVICES OF REGION IX, INC.	

### Principal Information

Name	Title
Ann Landry	Secretary
Brian Collins	Director
Kathleen Boisclair	President
Wayne Goss	Vice President
Anthony Demers	Treasurer

# 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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

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 23<sup>rd</sup>, 2023, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

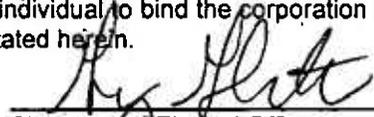
VOTED: That Wayne Goss, President (may list more than one person)  
(Name and Title of Contract Signatory)

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





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

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

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

A United Way  
Partner Agency



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

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

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

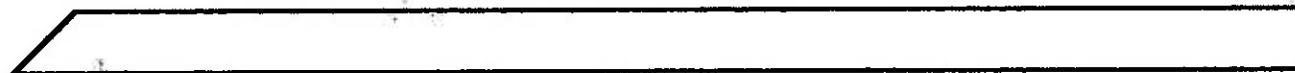
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

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

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

**Community Partners**

Behavioral Health & Developmental Services of Strafford County, Inc.



**CONSOLIDATED FINANCIAL STATEMENTS**

and

**SUPPLEMENTARY INFORMATION**

**June 30, 2022 and 2021**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

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

### 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.

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

### **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.

Board of Directors  
Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners and Subsidiaries  
Page 3

### 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**

	<u>2022</u>	<u>2021</u>
<b>ASSETS</b>		
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	<u>2,512,205</u>	<u>2,492,164</u>
Total assets	<u>\$15,347,637</u>	<u>\$13,059,759</u>
<b>LIABILITIES AND NET ASSETS</b>		
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	<u>459,039</u>	<u>553,729</u>
Total liabilities	<u>4,532,939</u>	<u>7,379,103</u>
Net assets		
Without donor restrictions	10,742,284	5,600,644
With donor restrictions	<u>72,414</u>	<u>80,012</u>
Total net assets	<u>10,814,698</u>	<u>5,680,656</u>
Total liabilities and net assets	<u>\$15,347,637</u>	<u>\$13,059,759</u>

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

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

**Consolidated Statements of Activities**

**Years Ended June 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
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	<u>113,459</u>	<u>921,198</u>
Total public support and revenue	51,548,961	43,404,407
Net assets released from restrictions	<u>30,932</u>	<u>59,689</u>
Total public support, revenue, and releases	<u>51,579,893</u>	<u>43,464,096</u>
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	<u>4,206,251</u>	<u>4,279,398</u>
Total program expenses	42,386,412	38,095,309
Supporting services		
General management	<u>4,051,841</u>	<u>3,786,813</u>
Total expenses	<u>46,438,253</u>	<u>41,882,122</u>
Change in net assets without donor restrictions	<u>5,141,640</u>	<u>1,581,974</u>
Changes in net assets with donor restrictions		
Grants and contributions	23,334	37,953
Net assets released from restrictions	<u>(30,932)</u>	<u>(59,689)</u>
Change in net assets with donor restrictions	<u>(7,598)</u>	<u>(21,736)</u>
Change in net assets	5,134,042	1,560,238
Net assets, beginning of year	<u>5,680,656</u>	<u>4,120,418</u>
Net assets, end of year	<u>\$10,814,698</u>	<u>\$ 5,680,656</u>

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STAFFORD COUNTY, INC. DBIA 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
<b>Public support and revenue</b>												
Medical revenue	862,564	3,708,450	4,867,194	328,431	18,494,871	5,755,600	3,528,680	97,632	588,482	38,225,984	-	38,225,984
Medical revenue	41,846	42,089	48,110	525,533	1,216,738	34,328	204,109	1,147	71,836	318,134	-	318,134
Client resources	61,711	408,321	405,242	77,610	63,849	46,470	31,360	611,035	1,841,094	2,165,275	-	2,165,275
Contract revenue	25,124	198,059	183,983	36,863	1,311,457	87,050	161,415	9,584	1,444,528	3,544,692	-	3,544,692
Grant income	5	5	2,904	13,686	2,195	4,173	880	-	7	3,156,087	-	3,156,087
Interest income	8,543	428	8,151	573	33,024	7,589	35,672	1,109	7,475	107,796	-	107,796
Public support	2,073	12,132	8,151	973	33,024	7,589	35,672	1,109	7,475	107,796	-	107,796
Other revenue	2,073	12,132	8,151	973	33,024	7,589	35,672	1,109	7,475	107,796	-	107,796
<b>Total public support and revenue</b>	<b>999,881</b>	<b>4,412,582</b>	<b>5,994,007</b>	<b>455,173</b>	<b>21,123,134</b>	<b>5,935,270</b>	<b>4,154,019</b>	<b>720,527</b>	<b>4,189,075</b>	<b>47,883,456</b>	<b>3,586,435</b>	<b>51,579,893</b>
<b>Expenses</b>												
Salary and wages	664,451	2,290,639	3,027,009	189,382	1,559,378	1,872,846	2,213,258	372,611	2,298,390	14,465,972	2,622,748	17,088,720
Employee benefits	149,232	601,201	529,744	35,485	338,238	118,874	1,411	53,242	627,876	2,451,323	429,617	2,880,940
Payroll taxes	51,865	195,807	237,544	13,150	121,351	155,454	124,095	29,277	203,053	1,131,796	188,273	1,320,019
Contracted substitute staff	108,522	623,282	124,685	319,748	5,026,653	2,874,966	194,353	-	38,417	10,108,411	60	10,108,471
Client treatment services	30,160	54,440	57,539	13,758	9,296,527	16,043	159,159	149,550	159,159	9,298,327	208,134	9,506,500
Professional fees and consultants	4,732	6,122	28,695	186	3,689	901	18,500	8,683	14,243	68,811	65,004	150,815
Subcontractors	1,327	101,074	104,000	701	38,242	340	74,131	7,267	83,583	419,507	18,541	438,048
Rent	8,644	43,702	18,103	1,306	16,168	2,182	20,874	10	13,407	18,849	1,681	21,740
Utilities	21,680	93,989	43,876	3,205	32,087	5,230	62,684	2,975	54,531	148,150	15,840	163,994
Building maintenance and repairs	20,018	75,074	48,386	3,185	22,838	5,133	34,432	4,785	54,531	347,320	34,179	381,499
Other occupancy costs	15,154	12,278	66,374	66,374	32,803	5,981	40,418	32,082	91,782	296,780	30,580	328,150
Other	1,874	12,278	5,944	385	25,515	504	4,507	426	6,547	383,218	198,634	581,852
Building and housing	2,223	4,432	2,788	1,549	6,844	33,774	2,159	1,840	3,536	42,447	4,317	46,824
Client consumables	30,004	118,039	142,278	338	2,138	583	2,297	738	3,532	23,331	3,732	27,063
Medical	18,415	73,094	42,225	6,835	55,828	12,842	90,897	18,664	100,279	575,534	94,312	667,846
Equipment maintenance	50	50	50	4,729	40,572	479	9,236	1,881	100	249,619	34,502	284,121
Depreciation	22,111	71,412	54,607	4,077	18,234	6,228	41,145	2	106	273,178	57,584	330,763
Advertising	786	3,135	4,457	189	1,625	378	2,087	6,920	2,298	21,313	2,650	24,163
Telephone and communications	6,839	118,854	15,818	287	29,989	87,389	8,238	140,277	21,802	439,473	18,746	458,219
Postage and shipping	29,577	82,077	53,409	53,409	16,879	47,878	6,068	478	31,867	271,898	2,187	274,086
Transportation	9,207	87,309	45,848	2,087	28,457	103	38,888	5,875	38,520	239,908	48,100	288,008
Assistance to individuals	1,297	4,683	1,504	2,282	13	14	1,151	13	38,070	124,258	3,380	127,618
Membership dues	11	11	11	11	11	11	11	11	11	46,341	69	46,410
<b>Total expenses</b>	<b>1,197,952</b>	<b>4,780,989</b>	<b>4,796,014</b>	<b>639,592</b>	<b>17,572,714</b>	<b>5,270,513</b>	<b>3,095,530</b>	<b>698,877</b>	<b>4,298,251</b>	<b>42,388,412</b>	<b>4,091,841</b>	<b>46,480,253</b>
<b>Change in net assets without restrictions</b>	<b>\$(198,291)</b>	<b>\$(378,377)</b>	<b>\$(1,207,983)</b>	<b>\$(184,419)</b>	<b>\$(3,550,420)</b>	<b>\$(684,757)</b>	<b>\$(1,008,489)</b>	<b>\$(130,350)</b>	<b>\$(17,778)</b>	<b>\$(3,987,046)</b>	<b>\$(455,406)</b>	<b>\$(5,141,640)</b>

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
<b>Public support and revenue</b>												
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	171,018	80,333	91,377	2,081,203	-	2,081,203
Contract revenue	70,549	241,783	505,581	78,179	46,803	46,470	10,720	217,618	1,871,051	2,886,734	128,221	3,014,955
Grant income	23,933	260,067	121,507	42,551	80,886	14,955	84,571	5,136	1,683,864	2,317,270	52,668	2,369,938
Interest income	-	4	-	-	-	-	-	-	9	13	-	21,298
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	585,388	77,400	52,950	4,650	27,049	856,877	64,321	921,198
<b>Total public support and revenue</b>	<b>1,097,943</b>	<b>4,066,361</b>	<b>6,031,606</b>	<b>442,701</b>	<b>17,555,290</b>	<b>4,976,182</b>	<b>4,499,854</b>	<b>356,527</b>	<b>4,158,293</b>	<b>43,184,757</b>	<b>279,339</b>	<b>43,464,096</b>
<b>Expenses</b>												
Salaries and wages	673,124	2,117,099	2,820,188	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	2,568,069	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	178,956	1,238,381
Contracted substitute staff	-	1,828	5,138	-	-	-	-	-	-	6,966	-	6,966
Client treatment services	18,503	578,112	109,468	260,328	5,063,489	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	1,861	2,302	968	265	4,077	429	419	16	15,071	25,208	2,392	27,600
Rent	-	99,964	100,086	-	37,299	-	72,381	7,168	113,699	430,627	19,255	449,882
Utilities	8,344	45,497	17,555	1,319	15,323	2,117	20,949	4,564	29,968	145,636	19,929	165,565
Building maintenance and repairs	16,780	77,759	40,075	2,626	31,171	4,292	25,832	1,667	94,301	294,503	30,531	325,034
Other occupancy costs	8,354	87,465	34,901	1,005	10,774	1,612	23,667	-	45,759	211,537	3,285	214,822
Office	18,033	109,309	133,022	3,009	45,032	6,509	44,018	4,879	91,142	451,953	106,382	558,335
Building and housing	3,833	18,807	8,084	649	5,842	1,340	4,896	558	21,883	65,892	9,108	75,000
Client consumables	529	13,537	3,092	4,161	22,325	29,114	2,056	20	52,175	127,009	695	127,704
Medical	69	743	818	13	347	52	740	103	4,573	7,258	311	7,569
Equipment maintenance	28,093	101,380	104,781	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	48	-	-	-	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	246,606	63,790	310,396
Postage and shipping	817	4,526	1,135	173	1,540	348	3,344	544	10,232	25,659	2,983	28,642
Transportation	1,039	97,858	4,838	286	42,567	89,068	8,408	50	20,553	244,487	4,125	248,612
Assistance to individuals	32,260	52,269	4,020	73,464	3,332	78,008	2,954	294	34,092	280,691	3,848	284,537
Insurance	9,188	90,097	45,620	1,869	25,492	3,637	38,529	3,535	43,572	261,539	43,418	304,955
Membership dues	51	928	2,587	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
<b>Total expenses</b>	<b>1,107,522</b>	<b>4,770,513</b>	<b>4,555,061</b>	<b>646,820</b>	<b>14,833,402</b>	<b>4,621,721</b>	<b>2,601,108</b>	<b>679,164</b>	<b>4,279,396</b>	<b>38,095,309</b>	<b>3,786,813</b>	<b>41,882,122</b>
(Decrease) Increase in net assets without restrictions	\$ (9,579)	\$ (704,152)	\$ 1,475,945	\$ (204,119)	\$ 2,721,888	\$ 354,461	\$ 1,898,746	\$ (322,637)	\$ (121,105)	\$ 5,069,448	\$ (3,507,474)	\$ 1,561,974

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**

	<u>2022</u>	<u>2021</u>
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	<u>27</u>	<u>67</u>
Net cash provided by operating activities	<u>3,211,015</u>	<u>836,454</u>
Cash flows from investing activities		
Acquisition of property and equipment	<u>(304,162)</u>	<u>(559,924)</u>
Cash flows from financing activities		
Proceeds from notes payable	58,013	-
Principal payments on notes payable	<u>(152,703)</u>	<u>(180,307)</u>
Net cash used by financing activities	<u>(94,690)</u>	<u>(180,307)</u>
Net increase in cash and restricted cash	2,812,163	96,223
Cash and restricted cash, beginning of year	<u>7,010,034</u>	<u>6,913,811</u>
Cash and restricted cash, end of year	<u>\$ 9,822,197</u>	<u>\$ 7,010,034</u>
Composition of cash and restricted cash, end of year:		
Cash and cash equivalents	\$ 9,709,578	\$ 6,897,442
Restricted cash	<u>112,619</u>	<u>112,592</u>
	<u>\$ 9,822,197</u>	<u>\$ 7,010,034</u>

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

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

**Notes to Consolidated Financial Statements**

**June 30, 2022 and 2021**

**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:

	<u>2022</u>	<u>2021</u>
Funds received	\$ 123,977	\$ 115,694
Funds disbursed	<u>60,857</u>	<u>104,438</u>
	<u>\$ 63,120</u>	<u>\$ 11,256</u>

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

Funds received	\$ 822,515
Funds disbursed	<u>520,995</u>
	<u>\$ 301,520</u>

**1. Summary of Significant Accounting Policies**

**Principles of Consolidation**

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

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

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

**Notes to Consolidated Financial Statements**

**June 30, 2022 and 2021**

**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.

**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**

**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

**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**

**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.

**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**

**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:

	<u>2022</u>	<u>2021</u>
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	<u>591,137</u>	<u>299,756</u>
Financial assets available to meet general expenditures within one year	<u>\$12,363,749</u>	<u>\$ 9,914,560</u>

**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**

**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:

	<u>2022</u>	<u>2021</u>
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	<u>2,947,629</u>	<u>2,947,629</u>
	8,750,227	8,571,189
Less accumulated depreciation	<u>6,238,022</u>	<u>6,079,025</u>
	<u>\$ 2,512,205</u>	<u>\$ 2,492,164</u>

**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:

	<u>2022</u>	<u>2021</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	\$ 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.	<u>53,929</u>	<u>-</u>
	<u>\$ 459,039</u>	<u>\$ 553,729</u>

**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**

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	<u>66,616</u>
	<u>\$ 459,039</u>

Cash paid for interest approximates interest expense.

**7. Commitments and Contingencies**

**Operating Leases**

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from 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	<u>1,625,731</u>
	<u>\$ 3,438,429</u>

**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.

**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**

Accounts receivable due from Medicaid were as follows:

	<u>2022</u>	<u>2021</u>
Developmental Services	\$ 1,404,357	\$ 2,486,349
Behavioral Health Services	<u>106,926</u>	<u>69,254</u>
	<u>\$ 1,511,283</u>	<u>\$ 2,555,603</u>

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

**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**

**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.

**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**

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 &amp; 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
<b>ASSETS</b>												
Cash and cash equivalents	\$ 6,885,073	\$ 2,521,565	\$ 1,420	\$ 301,520	\$ -	\$ 9,709,578	\$ 5,011,376	\$ 1,848,324	\$ 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	645,303	-	-	-	691,137	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	2,149,383	362,842	-	-	-	2,512,225	2,164,294	327,870	-	-	-	2,492,164
<b>Total assets</b>	<b>\$ 11,292,255</b>	<b>\$ 6,404,239</b>	<b>\$ 1,481</b>	<b>\$ 301,520</b>	<b>\$ (2,641,858)</b>	<b>\$ 16,347,637</b>	<b>\$ 10,402,681</b>	<b>\$ 4,069,794</b>	<b>\$ 1,405</b>	<b>\$ 238,400</b>	<b>\$ (1,652,721)</b>	<b>\$ 13,059,759</b>
<b>LIABILITIES AND NET ASSETS (DEFICIT)</b>												
<b>Liabilities</b>												
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	89,829	-	-	-	-	89,629
Notes payable	459,039	-	-	-	-	459,039	550,249	3,480	-	-	-	553,729
<b>Total liabilities</b>	<b>5,865,213</b>	<b>1,006,584</b>	<b>3,308</b>	<b>-</b>	<b>(2,342,166)</b>	<b>4,632,939</b>	<b>8,261,332</b>	<b>530,687</b>	<b>3,305</b>	<b>-</b>	<b>(1,416,221)</b>	<b>7,379,103</b>
<b>Net assets (deficit)</b>												
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
<b>Total net assets (deficit)</b>	<b>5,417,042</b>	<b>5,397,655</b>	<b>(1,827)</b>	<b>301,520</b>	<b>(299,692)</b>	<b>10,814,698</b>	<b>2,141,549</b>	<b>3,539,107</b>	<b>(1,900)</b>	<b>238,400</b>	<b>(236,500)</b>	<b>5,680,656</b>
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 11,292,255</b>	<b>\$ 6,404,239</b>	<b>\$ 1,481</b>	<b>\$ 301,520</b>	<b>\$ (2,641,858)</b>	<b>\$ 16,347,637</b>	<b>\$ 10,402,681</b>	<b>\$ 4,069,794</b>	<b>\$ 1,405</b>	<b>\$ 238,400</b>	<b>\$ (1,652,721)</b>	<b>\$ 13,059,759</b>

## BEHAVIORAL HEALTH &amp; 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	1,461,359	703,916	-	-	-	2,165,275	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	1,885,666	-	-	-	3,716,082	711,348	1,658,590	-	-	-	2,369,938
Interest income	12,241	5,184	-	-	-	17,425	15,435	5,874	-	-	-	21,309
Other program income	-	-	-	-	-	-	44,650	-	-	-	-	44,650
Public support	1,716,248	1,680,756	-	100,843	-	3,607,647	39,799	7,768	-	77,741	-	125,308
Other revenue	93,638	82,840	9,077	-	-	113,459	831,691	100,583	9,067	-	(20,323)	921,198
Total public support and revenue	37,430,788	14,080,689	9,077	100,843	(72,198)	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	37,430,788	14,080,689	9,077	131,875	(72,198)	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	639,692	-	-	-	-	639,692	646,820	-	-	-	-	646,820
Residential services	17,672,714	-	-	-	-	17,672,714	14,833,402	-	-	-	-	14,833,402
Consolidated services	6,270,613	-	-	-	-	6,270,613	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	-	879,164	-	-	-	879,164
Other	1,704,623	2,449,771	9,004	60,857	(9,004)	4,209,251	1,831,667	2,343,093	9,004	104,438	(9,004)	4,279,398
Total program expenses	31,839,798	10,485,767	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	2,316,477	1,738,384	-	-	-	4,054,861	2,124,351	1,862,462	-	-	-	3,786,813
Total expenses	34,155,275	12,222,121	9,004	60,857	(9,004)	48,438,253	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	(83,192)	5,141,640	317,578	1,242,660	63	32,992	(11,318)	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	(83,192)	5,134,042	317,578	1,242,660	63	11,256	(11,318)	1,580,238
Net assets (deficit), beginning of year	2,141,549	3,539,107	(1,900)	238,400	(236,500)	5,680,656	1,623,971	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	\$ (289,692)	\$ 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**



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### **Business Experience**

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

Chief Financial Officer 2019 – Present

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

Controller 2001 – 2018

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

#### **1994-2001 Harvard Pilgrim Health Care, Wellesley, MA**

Accounting Director - 2000-2001

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

Budget Manager – 1999- 2000

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

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

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

Suzanne Bagdasarian

Page 2

**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



1/97 - 3/99

*Easter Seals - Portsmouth, NH and Epping NH*

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

**Education**

*UNH Durham, NH*

1994 - 1996

Bachelors Degree in Social Work

Transferred to UNH with an Associate Degree in Human Services.

**References:**

Alden Gregory

-Former supervisor at Lifeshare.

Phone: 802-282-9928

Jaylon Curry

-Former Supervisor at Lifeshare.

Phone: 802-578-3174

Steve Ballou

-Former supervisor at Strafford Guidance Center.

Phone: 603-315-5182

## KEY ADMINISTRATIVE PERSONNEL

**Vendor Name:** Behavioral Health & Developmental Services of Strafford County

**Name of Program/Service:** Critical Time Intervention

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
Chris Kozak- Executive Director	\$180,000	0.00%	\$0.00
Suzanne Bagdasarian- CFO	\$140,595	0.00%	\$0.00
Tammy Smith- Director Resource Center	\$85,490	10.00%	\$8,549.00
	\$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
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$8,549.00</b>

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.



Lori A. Shibanette  
Commissioner

Katja S. Fox  
Director

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

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

March 8, 2022

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into new **Sole Source** contracts with the vendors listed in bold below, which includes the option to renew for two (2) years, and amend existing contracts to expand and continue providing Critical Time Intervention services, by exercising contract renewal options by increasing the total price limitation by \$3,252,100 from \$790,341 to \$4,042,441 and extending the completion dates of the existing contracts from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. 70% Federal Funds. 30% General Funds.

The original contracts were approved by Governor and Council as indicated in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approvals
Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County	177278	Dover, Region 9	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health	154112	Nashua, Region 6	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)

West Central Services, Inc. DBA West Central Behavioral Health	177654	Lebanon, Region 2	\$129,135	\$218,388	\$347,521	O: 10/27/21, (Item #15)
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$0	\$349,487	\$349,487	New Sole Source
Northern Human Services	177222	Conway, Region 1	\$0	\$258,410	\$258,410	New Sole Source
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$0	\$440,564	\$440,564	New Sole Source
The Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$0	\$258,410	\$258,410	New Sole Source
Monadnock Family Services	177510	Keene, Region 5	\$0	\$258,410	\$258,410	New Sole Source
The Mental Health Center for Southern New Hampshire DBA Center for Life Management	174116	Derry, Region 10	\$0	\$349,487	\$349,487	New Sole Source
		<b>Total:</b>	<b>\$790,341</b>	<b>\$3,252,100</b>	<b>\$4,042,441</b>	

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

See attached fiscal details.

**EXPLANATION**

A part of this request is Sole Source because the remaining six (6) of the ten (10) Community Mental Health Centers have been identified as being ready to implement the Critical Time Intervention program. The Community Mental Health Centers are designated by the Department to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule He-M 425.03.

Additionally, the original four (4) Community Mental Health Centers will continue providing Critical Time Intervention programming in order to continue addressing the needs of community

members transitioning out of inpatient behavioral health settings, with the goal of lowering readmission rates and thereby lowering readmission costs.

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

Approximately 900 individuals will be served during State Fiscal Years 2022 and 2023.

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

The Contractors will continue working with the Department to establish policies relative to Critical Time Intervention programs. The Critical Time Intervention model is being introduced to the remaining six (6) Community Mental Health Centers and will ensure individuals, statewide, have access to services that support linkages to community supports and other personal supports during difficult transitions to the communities.

The Department will continue monitoring the Critical Time Intervention program by:

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

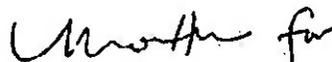
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the Department has the option to extend four (4) of the agreements for up to three (3) additional years. The Department is exercising its option to renew services for one (1) of the three (3) years available. For the six (6) new Sole Source contracts in this requested action, the Department has the option to extend the agreements for up the two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, the Department will continue to experience higher hospitalization rates, lengthier waitlists, and gaps in services that support successful reintegration of individuals into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #1B09SM083987

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner

Attachment A  
Financial Details

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	7,594.00	-	7,594.00
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	7,594.00	78,987.00	86,581.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	12,994.00	152,964.00	165,958.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	12,994.00	152,964.00	165,958.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	12,994.00	152,964.00	165,958.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051		-	-
2023	102-500731	Contracts for program services	92000051		115,976.00	115,976.00
			<b>Subtotal</b>		115,976.00	115,976.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051		-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>		78,987.00	78,987.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051		-	-
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>		152,964.00	152,964.00

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
2022	102-500731	Contracts for program services	92000051		-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>		78,987.00	78,987.00

Monadnock Family Services (Vendor Code 177150-B005)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	78,987.00	78,987.00
			<b>Subtotal</b>	-	78,987.00	78,987.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	115,976.00	115,976.00
			<b>Subtotal</b>	-	115,976.00	115,976.00

<b>Total</b>				<b>46,578.00</b>	<b>1,159,756.00</b>	<b>1,206,332.00</b>
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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)

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	121,541.00	-	121,541.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	121,541.00	73,995.00	195,536.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
			<b>Subtotal</b>	-	168,107.00	168,107.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	-	114,019.00	114,019.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget

Attachment A  
Financial Details

2022	074-500585	Grants for public assistance	92244120	-	67,582.00	67,582.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<i>Subtotal</i>	-	222,196.00	222,196.00

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
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Center for Life Management (Vendor Code 174118-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
			<i>Subtotal</i>	-	168,107.00	168,107.00

<b>Total</b>					<b>743,765.00</b>	<b>1,438,304.00</b>	<b>2,182,069.00</b>
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05-95-80-903510-2468 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: PUBLIC HEALTH DIV OF, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, PUBLIC HEALTH CRISIS RSP-ARP (100% Federal Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Sesacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

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
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

<b>Total</b>				-	654,040.00	654,040.00
<b>Grand Total</b>				790,341.00	3,252,100.00	4,042,441.00

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

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 27, 2021, (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$593,384
3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #1, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms by replacing in its entirety with Exhibit C, Amendment #1, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire  
Department of Health and Human Services

3/23/2022

Date

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

Behavioral Health & Developmental Services of Strafford  
County, Inc. DBA Community Partners of Strafford County

3/23/2022

Date

DocuSigned by:  
*Wayne Goss*  
Name: Wayne Goss  
Title: President

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

OFFICE OF THE ATTORNEY GENERAL

3/23/2022

Date

DocuSigned by:  
*Robyn Guarino*  
748774844561480  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

Scope of Services

**1. Statement of Work**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 9 for individuals who:
  - 1.2.1. Are discharged from inpatient behavioral health settings;
  - 1.2.2. Are not receiving ACT services;
  - 1.2.3. Agree to receiving CTI program services;
  - 1.2.4. Are returning to Region 9; and
  - 1.2.5. Are 18 years or older.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials

Date

WG  
3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials

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Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 1.12.9. Public Assistance Agencies.
- 1.12.10. Local Welfare Offices.
- 1.12.11. Public Health Departments.
- 1.12.12. Transportation providers.
- 1.12.13. Places of worship.
- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services; and
  - 1.13.2. Engage in a pre-CTI meeting with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
  - 1.14.1. Review the individual's treatment history;
  - 1.14.2. Identify existing community supports; and
  - 1.14.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
    - 1.14.3.1. Income.
    - 1.14.3.2. Access to health care, including:
      - 1.14.3.2.1. Health care services;
      - 1.14.3.2.2. Mental health services;
      - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services; and
      - 1.14.3.2.4. Insurance coverage.
    - 1.14.3.3. Diet and exercise.
    - 1.14.3.4. Education.
    - 1.14.3.5. Employment.
    - 1.14.3.6. Family and social supports.

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials

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WG

Date

3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

1.14.3.7. Housing arrangements.

- 1.15. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:
- 1.15.1. Documenting the individual's recovery and transition goals;
  - 1.15.2. Identifying supports and services to assist the individual with transition back into the community;
  - 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
    - 1.15.3.1. Housing supports.
    - 1.15.3.2. Mental health services.
    - 1.15.3.3. Primary care health services.
    - 1.15.3.4. Transportation supports.
    - 1.15.3.5. Child care supports.
    - 1.15.3.6. Educational programs and supports.
    - 1.15.3.7. Employment supports.
    - 1.15.3.8. Family, friends, and peers.
  - 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
  - 1.15.5. Identifying barriers to success; and
  - 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
- 1.17.1. Access to emergency department visits.
  - 1.17.2. Access to inpatient services to resolve crisis as they arise.
  - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials

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a phase

Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

**2. Phase One (1) CTI Services**

- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 2.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 2.2.1.1. Health care appointments.
    - 2.2.1.2. Mental health appointments.
    - 2.2.1.3. Recovery and substance use treatment sessions.
    - 2.2.1.4. Dental appointments.
    - 2.2.1.5. Other appointments relative to life skills.
  - 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 2.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**3. Phase Two (2) CTI Services**

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall reassess the individual's needs and update the Phase Plan, as needed.
- 3.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 3.3.1. Teaching and reinforcing the skills necessary in managing their support network; and

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials



Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 3.3.2. Assisting with self-advocacy.
- 3.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 3.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 3.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 3.7.1. Faith and/or spiritual programs.
  - 3.7.2. Physical fitness programs.
  - 3.7.3. Social clubs.
  - 3.7.4. Creative art programming.
  - 3.7.5. Education.
  - 3.7.6. Employment.
- 3.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**4. Phase Three (3) CTI Services**

- 4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 4.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 4.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 4.3.1. Developing a long-term plan to:
    - 4.3.1.1. Manage their support network independently; and
    - 4.3.1.2. Achieve recovery goals that remain outstanding.
- 4.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.5. The Contractor shall facilitate a final meeting with the individual to:
  - 4.5.1. Acknowledge achievements over the past 9 months; and

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials

<sup>DS</sup>  
WG

Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

- 4.5.2. Ensure the individual can function independently with their support network.
- 4.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
  - 4.6.1. The individual's recovery and transition goals;
  - 4.6.2. The steps the individual made that indicate their ability to manage their support network independently;
  - 4.6.3. The individual's experience in CTI;
  - 4.6.4. Initial Risk Assessment;
  - 4.6.5. Barriers to the Intervention; and
  - 4.6.6. Summarize CTI Intervention.

**5. CTI Supervisory Scope of Work**

- 5.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 5.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 5.2.1. Weekly documentation on required forms that include the:
    - 5.2.1.1. Weighted caseload tracker;
    - 5.2.1.2. Phase date form; and
    - 5.2.1.3. CTI Team Supervision form; and
  - 5.2.2. CTI worker's fidelity efforts; and
  - 5.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 5.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**6. Flexible Needs**

- 6.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 6.1.1. Groceries.
  - 6.1.2. Transportation.

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials

DS  
WG

Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

- 6.1.3. Childcare.
- 6.1.4. Short-term housing costs, such as security deposits or utility bills.
- 6.1.5. Clothing appropriate for cold weather, job interviews, or work.
- 6.1.6. Other uses pre-approved in writing by the Department.

**7. Staffing**

- 7.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 7.1.1. Four (4) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 7.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 7.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:
  - 7.2.1. Obtain and verify a minimum of two (2) references for the individual;
  - 7.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
  - 7.2.3. Complete a criminal records check to ensure that the individual has no history of:
    - 7.2.3.1. Felony conviction; or
    - 7.2.3.2. Any misdemeanor conviction involving:
      - 7.2.3.2.1. Physical or sexual assault;
      - 7.2.3.2.2. Violence;
      - 7.2.3.2.3. Exploitation;
      - 7.2.3.2.4. Child pornography;
      - 7.2.3.2.5. Threatening or reckless conduct;
      - 7.2.3.2.6. Theft;
      - 7.2.3.2.7. Driving under the influence of drugs or alcohol; or
      - 7.2.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials WG  
Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

- 7.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:
  - 7.2.4.1. The individual's name is on the BEAS state registry;
  - 7.2.4.2. The individual has a record of a felony conviction; or
  - 7.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 7.2.3.2.
- 7.3. The Contractor shall ensure all CTI staff:
  - 7.3.1. Complete the CTI model training; and
  - 7.3.2. Attend regular Community of Practice (CoP) meetings.
- 7.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 7.4.1. A two (2) day CTI worker training;
  - 7.4.2. A one (1) day CTI supervisor training;
  - 7.4.3. A two (2) day Train-the-Trainer training;
  - 7.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 7.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 7.4.5.1. Motivational Interviewing.
    - 7.4.5.2. Harm reduction.
    - 7.4.5.3. Trauma Informed Care.
    - 7.4.5.4. Setting boundaries.

**8. Exhibits Incorporated**

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

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials WG  
Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

**9. Reporting Requirements**

- 9.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 9.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
  - 9.2.1. Implementation milestones that include but are not limited to:
    - 9.2.1.1. Hiring, onboarding, and training of staff.
    - 9.2.1.2. The development of a discharge process with New Hampshire Hospital and other DRF's.
    - 9.2.1.3. Open enrollment.
    - 9.2.1.4. Community engagement activities for individual resource development.
    - 9.2.1.5. Training of CMHC clinical staff on the CTI Program.
    - 9.2.1.6. The development of an internal process for communication and coordination between agency services.
    - 9.2.1.7. CTI program improvement efforts.
    - 9.2.1.8. CTI implementation fidelity self-Assessment outcomes.
    - 9.2.1.9. Barriers, challenges, and highlights.
- 9.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15<sup>th</sup>) day of the following month.
- 9.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**10. Operationalization Measures**

- 10.1. The Department will monitor the contracted services by:
  - 10.1.1. Meeting with the Contractor to determine whether:
    - 10.1.1.1. Implementation milestones have been met;
    - 10.1.1.2. Staffing requirements have been met; and

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials

DS  
WG

Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 10.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
- 10.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;
- 10.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
- 10.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 10.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 10.2.1. Barriers to progress, as identified by the Department.
  - 10.2.2. Action taken to date to address barriers.
  - 10.2.3. Future action to address barriers, with timeframes.
  - 10.2.4. Action taken to date to make progress.
  - 10.2.5. Future action to make progress, with timeframes.
- 10.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 10.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 10.4.1. Operational workflows;
  - 10.4.2. CTI policies and procedures;
  - 10.4.3. Encounter notes on required forms; and
  - 10.4.4. Phoenix data entry.
- 10.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 10.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 10.7. The Contractor shall comply with an external evaluator as requested by the

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials DS  
Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

---

Department.

- 10.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**11. Additional Terms**

- 11.1. Impacts Resulting from Court Orders or Legislative Changes
- 11.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
- 11.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 11.3. Credits and Copyright Ownership
- 11.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 11.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 11.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 11.3.3.1. Brochures.

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials

<sup>DS</sup>  
WG

Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 11.3.3.2. Resource directories.
- 11.3.3.3. Protocols or guidelines.
- 11.3.3.4. Posters.
- 11.3.3.5. Reports.
- 11.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 11.4. Operation of Facilities: Compliance with Laws and Regulations
  - 11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**12. Records**

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

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials

<sup>DS</sup>  
WG

Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

---

- 12.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 12.1.4. Medical records on each patient/recipient of services.
- 12.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Behavioral Health & Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
SS-2022-DBH-06-OPERA-01-A01

Contractor Initials WG  
Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 61.01%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN 1B09SM083987.
  - 1.2. 11.02%, Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.354, FAIN NU90TP922144.
  - 1.3. 27.97% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective October 27, 2021 through June 30, 2022, payments shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, which shall not exceed the approved line items specified in Exhibit C-1, Budget.
  - 2.4. Effective July 1, 2022, except for a) Incentive Payments described in Section 3; b) Flexible Funds described in Section 6; and c) Contingency Funds described in Section 7; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.4.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.4.1.1, Rate Table, which are rates set for the term of the contract.

**2.4.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI	\$370.91	Minimum of two (2) encounters with the individual, in-person or	Paid once per 

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

(Phases 1-3)	virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	individual, per month, not to exceed nine (9) consecutive months.
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- 2.4.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #1, Scope of Services, which include:
- 2.4.2.1. CTI worker salaries and benefits;
  - 2.4.2.2. CTI supervisor salaries and benefits; and
  - 2.4.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.4.3. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
- 2.4.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.4.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-2, Budget over the term of the Agreement.
- 2.4.4. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
- 2.4.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1., and the actual amounts of expenses incurred.
  - 2.4.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.4.4.1. may be collected by written notice to the Contractor stating

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

payment shall be made to the Department within 30 days of notification of overpayment.

- 2.4.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table in Subparagraph 2.4.1.1 have been met for each individual identified on the invoice.
- 2.4.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.4.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.5. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-2, Budget. The Contractor shall ensure flexible funding expenditures incurred are:
  - 2.5.1. Used to directly support the needs of the client when no other funds are not available;
  - 2.5.2. Used for one-time expenses tangible in nature;
  - 2.5.3. Directly allocable to the work performed under this Agreement;
  - 2.5.4. Appropriate in amount and nature, as determined by the Department; and
  - 2.5.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.6. The Contractor shall be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement, at the Department's discretion. The Contractor shall:
  - 2.6.1. Obtain pre-approval for the expenses from the Department via a form of submission satisfactory to the Department with applicable justifications; and
  - 2.6.2. Ensure requests for Contingency Payments, based on extraordinary costs, do not exceed the contingency expenses line item defined in Exhibit C-2, Budget.
- 2.7. The Contractor shall be eligible to receive incentive payments in an amount not to exceed \$12,994 upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2022.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**Table 1**

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

2.8. Effective July 1, 2022, the Contractor shall be eligible to receive an incentive payment in an amount not to exceed 5% of their invoicing of the per diem expense line item defined in Exhibit C-2, Budget. The Contractor shall be eligible for the incentive payment if the average graduation rate across all CTI clients enrolled during State Fiscal Year 2023 is demonstrated to be equal to or greater than 75%. For the purposes of this Subsection 2.8.:

2.8.1. "Graduated" for this incentive payment shall mean a CTI client that enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Year 2023;

2.8.2. "Enrolled" for this incentive payment shall mean any individual, discharged from a qualifying Designated Receiving Facility

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

(DRF) or New Hampshire Hospital, that entered Phase 1 of the CTI program upon their discharge, which does not include individuals who participate in Pre-CTI, but do not enter Phase 1; and

2.8.3. The incentive target shall be calculated based on:

2.8.3.1. Data submitted by the Contractor via the Phoenix reporting system; and

2.8.3.2. The calculation of the total number of graduated CTI clients during the State Fiscal Year 2023 divided by the total number of CTI clients enrolled into Phase 1 and eligible to graduate during State Fiscal Year 2023.

3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:

3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.

3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.

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

3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.

4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

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

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

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

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

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7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided; or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 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.
  - 10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.
11. Audits
  - 11.1. The Contractor must email an annual audit to: [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 11.1.1. 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.
    - 11.1.2. 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.
    - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

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- 11.3. 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.
- 11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-2 Budget, Amendment 1

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

Vendor Name: Behavioral Health & Developmental Services of Stafford County, Inc. DBA Community Partners of Stafford County

Budget Request for: Operationalization of the Critical Time Intervention Pilot Program

Budget Period: 7/1/2022 to 6/30/2023

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$
4. Equipment	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$
5. Supplies	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$
13. Other (specific details mandatory)	\$	\$	\$	\$	\$	\$
Files Funds	\$	\$	\$	\$	\$	\$
Incentive Payments	\$	\$	\$	\$	\$	\$
Par Dem Expenses	\$	\$	\$	\$	\$	\$
Contingency Expenses	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>	\$	\$	\$	\$	\$	\$

Indirect As A Percent of Direct 0.0%

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MAW

Lori A. Shibleyette  
Commissioner

Katja S. Fox  
Director

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

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9344 1-800-852-3345 Ext. 9344  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 4, 2021

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

**REQUESTED ACTION**

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

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

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

See attached fiscal details.

**EXPLANATION**

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

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

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

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

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

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

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

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

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

The Department will monitor services by:

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

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

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

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

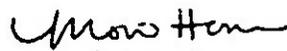
Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Areas Served: Dover, Lebanon, Manchester, and Nashua

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

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

Respectfully submitted,

  
for Commissioner Shibinette

Lori A. Shibinette  
Commissioner

Attachment A  
Financial Details

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

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

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

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

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

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

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

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

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

			<b>Total</b>	<b>46,576.00</b>
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Attachment A  
Financial Details

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

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

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

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

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

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

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

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

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

			<b>Total</b>	<b>743,765.00</b>
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			<b>Grand Total</b>	<b>780,341.00</b>
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Subject: Operationalization of the Critical Time Intervention Program (SS-2022-DBH-06-OPERA-01)

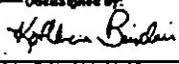
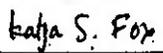
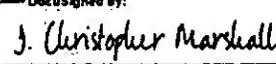
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

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

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

#### 9. TERMINATION.

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

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

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

#### 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

K.B.

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

**Revisions to Standard Agreement Provisions**

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

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

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

**Scope of Services**

**1. Statement of Work**

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

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

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1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:

1.9.1. Applicable EHR modifications are fully functional by January of 2022.

1.9.2. The EHR has capacity to capture information regarding:

1.9.2.1. Referrals;

1.9.2.2. Discharge;

1.9.2.3. Assessments;

1.9.2.4. Care plans;

1.9.2.5. All interactions between CTI program and the individual;

1.9.2.6. Hospitalizations; and

1.9.2.7. Other monitoring and outcome information specified by the Department.

1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.

1.11. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.

1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:

1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.

1.12.2. Community Mental Health Centers, statewide.

1.12.3. Substance Use Disorder Treatment and Recovery Support Services.

1.12.4. Landlords.

1.12.5. Local Businesses.

1.12.6. Community Action Program agencies.

1.12.7. Peer Support Agencies.

1.12.8. Educational Institutions.

1.12.9. Public Assistance Agencies.

1.12.10. Local Welfare Offices.

1.12.11. Public Health Departments.

1.12.12. Transportation providers.

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

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

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

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

**2. Phase One (1) CTI Services**

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

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

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

**3. Phase Two (2) CTI Services**

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

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

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3.6.4. Creative art programming.

3.6.5. Education.

3.6.6. Employment.

**4. Phase Three (3) CTI Services**

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

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

4.2.1. Developing a long-term plan to:

4.2.1.1. Manage their support network independently; and

4.2.1.2. Achieve recovery goals that remain outstanding.

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

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

4.4.1. Acknowledge achievements over the past 9 months; and

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

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

4.5.1. The individual's recovery and transition goals;

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

4.5.3. The individual's experience in CTI;

4.5.4. Initial Risk Assessment;

4.5.5. Barriers to the Intervention; and

4.5.6. Summarize CTI Intervention.

**5. Flexible Needs**

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

5.1.1. Groceries.

5.1.2. Transportation.

5.1.3. Childcare.

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

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

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

**6. Staffing**

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

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

---

- 6.2.4.2. The individual has a record of a felony conviction; or
- 6.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 6.2.3.3.

- 6.3. The Contractor shall ensure all CTI staff:
  - 6.3.1. Complete the CTI model training; and
  - 6.3.2. Attend regular Community of Practice (CoP) meetings.
- 6.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 6.4.1. A two (2) day CTI worker training.
  - 6.4.2. A one (1) day CTI supervisor training.

**7. Exhibits Incorporated**

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

**8. Reporting Requirements**

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

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

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

**9. Operationalization Measures**

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

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

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9.2.4. Action taken to date to make progress.

9.2.5. Future action to make progress, with timeframes.

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

9.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

9.5. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**10. Additional Terms**

10.1. Impacts Resulting from Court Orders or Legislative Changes

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

10.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

10.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

10.3. Credits and Copyright Ownership

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

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

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

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10.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 10.3.3.1. Brochures.
- 10.3.3.2. Resource directories.
- 10.3.3.3. Protocols or guidelines.
- 10.3.3.4. Posters.
- 10.3.3.5. Reports.

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

10.4. Operation of Facilities: Compliance with Laws and Regulations

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

**11. Records**

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

- 11.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 11.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials,

SS-2022-DBH-06-OPERA-01 Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a/ Community Partners of Strafford County

Contractor Initials

<sup>DS</sup>  
K.B.

Date 10/5/2021

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

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

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

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

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

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

**Payment Terms**

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

<sup>DS</sup>  
K.B.

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

**Table 1**

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

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

Financial Manager

SS-2022-DBH-06-OPERA-01 Behavioral Health & Development Services of Strafford County, Inc.  
d/b/a Community Partners of Strafford County Contractor Initials

K.B.

Date 10/5/2021

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

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

7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
13. Audits
  - 13.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

SS-2022-DBH-06-OPERA-01 Behavioral Health & Development Services of Strafford County, Inc.  
d/b/a Community Partners of Strafford County Contractor Initials

<sup>DS</sup>  
K.B

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

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- 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

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

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

Budget Request for: Operationalization of the Critical Time Intervention Program

Budget Period: 1/1/2021 to 6/30/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHRIS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 178,333.00	\$ 12,833.00	\$ 191,166.00	-	-	-	\$ 178,333.00	\$ 12,833.00	\$ 191,166.00
2. Employee Benefits	\$ 44,817.00	\$ 4,482.00	\$ 49,299.00	-	-	-	\$ 44,817.00	\$ 4,482.00	\$ 49,299.00
3. Computers	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses:	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Bond Expenses	-	-	-	-	-	-	-	-	-
9. Software - System Upgrade Funds	\$ 2,500.00	-	\$ 2,500.00	-	-	-	\$ 2,500.00	-	\$ 2,500.00
10. Mailings/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	\$ 2,250.00	-	\$ 2,250.00	-	-	-	\$ 2,250.00	-	\$ 2,250.00
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details in history)	-	-	-	-	-	-	-	-	-
Flexible Funding	\$ 5,333.00	-	\$ 5,333.00	-	-	-	\$ 5,333.00	-	\$ 5,333.00
Incentive Payments	\$ 12,994.00	-	\$ 12,994.00	-	-	-	\$ 12,994.00	-	\$ 12,994.00
Recruiting and Hiring Costs	\$ 8,750.00	-	\$ 8,750.00	-	-	-	\$ 8,750.00	-	\$ 8,750.00
TOTAL	\$ 203,877.00	\$ 17,315.00	\$ 220,482.00	-	-	-	\$ 203,877.00	\$ 17,315.00	\$ 220,482.00

Indirect As A Percent of Direct 8.5%

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

K.B.

New Hampshire Department of Health and Human Services  
Exhibit D



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

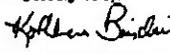
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

10/5/2021

Date

DocuSigned by:  
  
 Name: Kathleen Boisclair  
 Title: Board president

Vendor Initials DS  
K.B.  
 Date 10/5/2021

New Hampshire Department of Health and Human Services  
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

10/5/2021

Date

DocuSigned by:  
*Kathleen Boisclair*

Name: Kathleen Boisclair

Title: board president

ns  
K.B.

Vendor Initials

Date 10/5/2021

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

K.B.

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

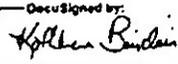
LOWER TIER COVERED TRANSACTIONS

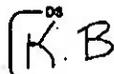
- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible,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

Contractor Name:

10/5/2021

Date

DocuSigned by:  
  
 Name: Kathleen Boisclair  
 Title: Board president

Contractor Initials:   
 Date: 10/5/2021

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS  
K B

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

10/5/2021

Date

DocuSigned by:  
*Kathleen Boisclair*  
Name: Kathleen Boisclair  
Title: board president

Exhibit G

Contractor Initials

<sup>DS</sup>  
K.B.

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

New Hampshire Department of Health and Human Services  
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/5/2021

Date

DocuSigned by:  
*Kathleen Boisclair*  
Name: Kathleen Boisclair  
Title: Board president

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

3/2014

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

Contractor Initials

K.B

Date 10/5/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

K.B.

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

R.B.  
Date 10/5/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Contractor Initials

K. B.

Date 10/5/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

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K.B.

Date 10/5/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services

Community Partners

~~The State of~~

~~Name of the Contractor~~

Katja S. Fox

Kathleen Boisclair

Signature of Authorized Representative

Signature of Authorized Representative

katja s. fox

kathleen boisclair

Name of Authorized Representative  
director

Name of Authorized Representative

board president

Title of Authorized Representative

Title of Authorized Representative

10/5/2021

10/5/2021

Date

Date

Contractor Initials ds  
K.B.

Date 10/5/2021

New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

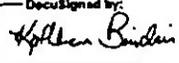
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

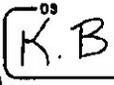
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/5/2021

Date

DocuSigned by:  
  
 Name: Kathleen BOTSCLAIR  
 Title: board president

Contractor Initials   
 Date 10/5/2021

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

- The DUNS number for your entity is: 149406691
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

- 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:

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

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

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the Confidential Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

<sup>DB</sup>  
K.B.

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

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

**VI. PERSONS TO CONTACT**

- A. DHHS Privacy Officer: [DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov)
- B. DHHS Security Officer: [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)

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

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 27, 2021, (Item #15), as amended on April 6, 2022, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,874,634
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit B, Amendment #1, Scope of Services by replacing in its entirety with Exhibit B Amendment #2, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Amendment #1, Payment Terms, by replacing in its entirety with Exhibit C Amendment #2, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-3, Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Budget, Amendment #2, which is attached hereto and incorporated by reference herein.

DS  
CW

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

5/30/2023  
Date

DocuSigned by:  
*Katja S. Fox*  
ED0005804CA3447  
Name: Katja S. Fox  
Title: Director

The Community Council of Nashua, N.H. DBA Greater  
Nashua Mental Health

5/26/2023  
Date

DocuSigned by:  
*Cynthia L Whitaker*  
084232A5D30P451  
Name: Cynthia L whitaker  
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/30/2023  
\_\_\_\_\_  
Date

DocuSigned by:  
*Robyn Guarino*  
748734844941480  
\_\_\_\_\_  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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**Scope of Services**

**1. Statement of Work – All Regions**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning back into their community from:
  - 1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and
  - 1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 6 for individuals who meet criteria as they relate to the transition, as determined by the Department.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews, and revise policies and procedures as identified by the Contractor, and as mutually agreed upon by the Contractor and the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;
  - 1.8.2. Progress; and
  - 1.8.3. Opportunities.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure the EHR has capacity to capture information regarding:
  - 1.9.1. Referrals;
  - 1.9.2. Discharge;
  - 1.9.3. Assessments;
  - 1.9.4. Care plans;
  - 1.9.5. All interactions between CTI program and the individual;
  - 1.9.6. Hospitalizations; and
  - 1.9.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall participate in continuous quality improvement exercises to ensure the accuracy, completeness, and timely submission of CTI data to the Department.
- 1.11. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.12. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.13. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.13.1. New Hampshire Hospital and all of the DRFs, statewide.
  - 1.13.2. Community Mental Health Centers, statewide.
  - 1.13.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.13.4. Landlords.
  - 1.13.5. Local Businesses.
  - 1.13.6. Community Action Program agencies.
  - 1.13.7. Peer Support Agencies.
  - 1.13.8. Educational Institutions.
  - 1.13.9. Public Assistance Agencies.
  - 1.13.10. Local Welfare Offices.
  - 1.13.11. Public Health Departments.
  - 1.13.12. Transportation providers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 1.13.13. Churches.
- 1.13.14. Refugee associations.
- 1.13.15. Health clubs.
- 1.13.16. Other social support organizations.
- 1.14. The Contractor shall take all necessary action to support the individual with connecting to the community support providers identified in the discharge plan.
- 1.15. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.15.1. Emergency Department visits.
  - 1.15.2. Inpatient services to resolve crisis as they arise.
  - 1.15.3. Supplementary crisis programs, as needed and determined by the Contractor.
  - 1.15.4. Rapid Response.
- 1.16. If an individual experiences a re-admittance, and is no longer able to participate in CTI, the Contractor shall ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

**2. Pre-CTI Services**

- 2.1. The Contractor shall provide Pre-CTI supports and services for the period after an individual is referred, and before that individual is discharged from an inpatient behavioral health setting. The Contractor shall ensure:
  - 2.1.1. Individuals meet the current referral criteria as approved by the Department.
- 2.2. During the Pre-CTI phase, the Contractor shall obtain consent from the individual to participate in the CTI program.
- 2.3. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 2.3.1. Schedule an appointment with the individual within one (1) business day of receiving a referral for services; and
  - 2.3.2. Meet with the individual as often as needed to:
    - 2.3.2.1. Assess their needs; and
    - 2.3.2.2. Develop a CTI Phase Plan that supports a successful discharge.
- 2.4. The Contractor shall conduct an assessment of the individual's needs using

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

tools pre-approved by the Department, to:

- 2.4.1. Review the individual's treatment history;
- 2.4.2. Identify existing community supports; and
- 2.4.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
  - 2.4.3.1. Income.
  - 2.4.3.2. Access to health care, including:
    - 2.4.3.2.1. Health care services;
    - 2.4.3.2.2. Mental health services;
    - 2.4.3.2.3. Substance Use Disorder and Recovery Support Services; and
    - 2.4.3.2.4. Insurance coverage.
  - 2.4.3.3. Diet and exercise.
  - 2.4.3.4. Education.
  - 2.4.3.5. Employment.
  - 2.4.3.6. Family and social supports.
  - 2.4.3.7. Housing arrangements.
- 2.5. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:
  - 2.5.1. Documenting the individual's recovery and transition goals;
  - 2.5.2. Identifying supports and services to assist the individual with transition back into the community;
  - 2.5.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
    - 2.5.3.1. Housing supports.
    - 2.5.3.2. Mental health services.
    - 2.5.3.3. Primary care health services.
    - 2.5.3.4. Transportation supports.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 2.5.3.5. Child care supports.
- 2.5.3.6. Educational programs and supports.
- 2.5.3.7. Employment supports.
- 2.5.3.8. Family, friends, and peers.
- 2.5.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 2.5.5. Identifying barriers to success; and
- 2.5.6. Providing assistance with barrier resolution.

**3. Phase One (1) CTI Services**

- 3.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 3.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 3.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 3.2.1.1. Health care appointments.
    - 3.2.1.2. Mental health appointments.
    - 3.2.1.3. Recovery and substance use treatment sessions.
    - 3.2.1.4. Dental appointments.
    - 3.2.1.5. Other appointments relative to life skills.
  - 3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 3.2.4. Attending meetings or appointments as requested by the individual.
- 3.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 3.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**4. Phase Two (2) CTI Services**

- 4.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 4.2. The Contractor shall reassess the individual's needs and update the Phase Plan.
- 4.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 4.3.2. Assisting with self-advocacy.
- 4.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 4.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 4.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 4.7.1. Faith and/or spiritual programs.
  - 4.7.2. Physical fitness programs.
  - 4.7.3. Social clubs.
  - 4.7.4. Creative art programming.
  - 4.7.5. Education.
  - 4.7.6. Employment.
- 4.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**5. Phase Three (3) CTI Services**

- 5.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 5.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 5.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 5.3.1. Developing a long-term plan to:
    - 5.3.1.1. Manage their support network independently; and

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 5.3.1.2. Achieve recovery goals that remain outstanding.
- 5.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 5.5. The Contractor shall facilitate a final meeting with the individual to:
  - 5.5.1. Acknowledge achievements over the past 9 months; and
  - 5.5.2. Ensure the individual can function independently with their support network.
- 5.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
  - 5.6.1. The individual's recovery and transition goals;
  - 5.6.2. The steps the individual made that indicate their ability to manage their support network independently;
  - 5.6.3. The individual's experience in CTI;
  - 5.6.4. Initial Risk Assessment;
  - 5.6.5. Barriers to the Intervention; and
  - 5.6.6. A summary of the CTI Intervention.

**6. CTI Program Inactive, Reactivated and Closed Statuses**

- 6.1. The Contractor shall maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:
  - 6.1.1. Inactive Status
    - 6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement [defined as at least two (2) attempts by phone or in-person per week] for three (3) weeks occurs, the individual shall be considered inactive.
    - 6.1.1.2. The CTI Coach shall notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.
    - 6.1.1.3. The CTI Supervisor shall:
      - 6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;
      - 6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

case at the completion of nine (9) months [defined as from the day of initial discharge]; and

6.1.1.3.3. Note the individual did not complete the program in the EHR.

6.1.2. Reactivated Status

6.1.2.1. An individual shall be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

6.1.2.2. Once the individual is reactivated, the CTI Supervisor shall reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

6.1.2.3. The reactivated individual shall continue the CTI program according to the initial 9-month timeline based on their date of discharge.

6.1.2.4. The CTI Coach shall update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

6.1.2.5. The individual shall be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

6.1.3. Closed Status

6.1.3.1. An individual shall be considered closed if the individual:

6.1.3.1.1. Moved out of state, or the catchment area;

6.1.3.1.2. Passed away;

6.1.3.1.3. Declines participation in CTI following initial engagement;

6.1.3.1.4. Is hospitalized for an extended period of time as determined by the Contractor;

6.1.3.1.5. Transferred to an Assertive Community Treatment (ACT) Team;

6.1.3.1.6. Is incarcerated; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 6.1.3.1.7. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's client closing policy.
- 6.1.3.2. The CTI Coach shall update the EHR to indicate the closed status.
- 6.1.3.3. The CTI Supervisor shall remove the individual from the CTI Coach's caseload.
- 6.1.3.4. If the individual becomes eligible for CTI again, the Contractor shall ensure they are allowed to receive the service.

**7. CTI Supervisory Scope of Work**

- 7.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 7.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 7.2.1. Weekly documentation on required forms that include the:
    - 7.2.1.1. Weighted caseload tracker;
    - 7.2.1.2. Phase date form; and
    - 7.2.1.3. CTI Team Supervision form; and
  - 7.2.2. CTI worker's fidelity efforts; and
  - 7.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 7.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**8. Flexible Needs**

- 8.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 8.1.1. Groceries.
  - 8.1.2. Transportation.
  - 8.1.3. Childcare.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 8.1.4. Short-term housing costs, such as security deposits or utility bills.
- 8.1.5. Clothing appropriate for cold weather, job interviews, or work.
- 8.1.6. Other uses pre-approved in writing by the Department.

**9. Staffing**

- 9.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 9.1.1. Four (4) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 9.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 9.2. 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.
- 9.3. The Contractor shall ensure all CTI staff:
  - 9.3.1. Complete the CTI model training; and
  - 9.3.2. Attend regular Community of Practice (CoP) meetings.
- 9.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 9.4.1. A two (2) day CTI worker training;
  - 9.4.2. A one (1) day CTI supervisor training;
  - 9.4.3. A two (2) day Train-the-Trainer training;
  - 9.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 9.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 9.4.5.1. Motivational Interviewing.
    - 9.4.5.2. Harm reduction.
    - 9.4.5.3. Trauma Informed Care.
    - 9.4.5.4. Setting boundaries.

**10. Exhibits Incorporated**

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

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

has been executed by the parties.

- 10.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 10.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**11. Reporting Requirements**

- 11.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 11.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
  - 11.2.1. Implementation milestones that include but are not limited to:
    - 11.2.1.1. Hiring, onboarding, and training of staff.
    - 11.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRFs.
    - 11.2.1.3. Open enrollment.
    - 11.2.1.4. Community engagement activities for individual resource development.
    - 11.2.1.5. Training of CMHC clinical staff on the CTI Program.
    - 11.2.1.6. The development of an internal process for communication and coordination between agency services.
    - 11.2.1.7. CTI program improvement efforts.
    - 11.2.1.8. CTI implementation fidelity self-Assessment outcomes.
    - 11.2.1.9. Barriers, challenges, and highlights.
- 11.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15<sup>th</sup>) day of the following month.
- 11.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.



**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

**12. Operationalization Measures**

- 12.1. The Department will monitor the contracted services by:
  - 12.1.1. Meeting with the Contractor to determine whether:
    - 12.1.1.1. Implementation milestones have been met;
    - 12.1.1.2. Staffing requirements have been met; and
    - 12.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 12.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;
  - 12.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
  - 12.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 12.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 12.2.1. Barriers to progress, as identified by the Department.
  - 12.2.2. Action taken to date to address barriers.
  - 12.2.3. Future action to address barriers, with timeframes.
  - 12.2.4. Action taken to date to make progress.
  - 12.2.5. Future action to make progress, with timeframes.
- 12.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 12.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 12.4.1. Operational workflows;
  - 12.4.2. CTI policies and procedures;
  - 12.4.3. Encounter notes on required forms; and
  - 12.4.4. Phoenix data entry.
- 12.5. The Contractor may be required to provide other key data and metrics to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

Department, including client-level demographic, performance, and service data.

- 12.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 12.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 12.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**13. Additional Terms**

**13.1. Impacts Resulting from Court Orders or Legislative Changes**

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

**13.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

13.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**13.3. Credits and Copyright Ownership**

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

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 13.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 13.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 13.3.3.1. Brochures.
  - 13.3.3.2. Resource directories.
  - 13.3.3.3. Protocols or guidelines.
  - 13.3.3.4. Posters.
  - 13.3.3.5. Reports.
- 13.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 13.4. Operation of Facilities: Compliance with Laws and Regulations
  - 13.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**14. Records**

- 14.1. The Contractor shall keep records that include, but are not limited to:
  - 14.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 14.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable  to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

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

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

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 72.29% General funds.
  - 1.2. 21.32%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, Assistance Listing Number 93.958, FAIN B09SM083987.
  - 1.3. 6.39% Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021; by the Centers for Disease Control and Prevention, Assistance Listing Number 93.354, FAIN NU90TP922144.
  
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective July 1, 2023, except for a) Contingency Funds described in Subsection 2.5 and b) Incentive Payments described in Subsection 2.6; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.3.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.3.1.1, Rate Table, which are rates set for the term of the contract.

**2.3.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI (Phases 1-3)	\$370.91	Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	Paid once per individual, per month, not to exceed nine (9) consecutive months.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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- 2.3.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #2, Scope of Services, which include:
- 2.3.2.1. CTI worker salaries and benefits;
  - 2.3.2.2. CTI supervisor salaries and benefits; and
  - 2.3.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.3.3. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.3.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-3, Budget, Amendment #2 through Exhibit C-4, Budget, Amendment #2 over the term of the Agreement.
- 2.3.4. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1., and the actual amounts of expenses incurred.
  - 2.3.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.3.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.
- 2.3.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the ~~eligibility~~ requirements described above in the Rate Table in

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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Subparagraph 2.3.1.1 have been met for each individual identified on the invoice.

2.3.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.3.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.

2.4. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-3, Budget, Amendment #2 through Exhibit C-4, Budget, Amendment #2. The Contractor shall ensure flexible funding expenditures incurred are:

2.4.1. Used to directly support the needs of the client when no other funds are available;

2.4.2. Used for one-time expenses tangible in nature;

2.4.3. Not disbursed as gift cards or gift certificates;

2.4.4. Directly allocable to the work performed under this Agreement;

2.4.5. Appropriate in amount and nature, as determined by the Department; and

2.4.6. Verified by supporting documentation, including, but not limited to, receipts of payment.

2.5. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$50,000 for SFY 2024 and \$50,000 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

2.5.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

2.5.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-3, Budget, Amendment #2 through Exhibit C-4, Budget, Amendment #2, and meet criteria as outlined by the Department at the time of application.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

2.6. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 1 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$221,525 for SFY 2024 and \$204,103 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

- 2.6.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and
- 2.6.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2025. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

2.6.3. **Table 1**

#	Incentive Payment Goal	Total Incentive Payments
1	For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments.	\$350 per individual
2	For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments.	\$500 per individual

- 2.6.4. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.
- 2.6.5. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2024 through 2025; and/or seven (7) months of active participation and two (2) months of inactive participation.
- 2.6.6. The incentive target shall be available on:
  - 2.6.6.1. A quarterly basis per SFY 2024 and SFY 2025, until the statewide total price limitation is reached each SFY; and based on:

Contractor Initials 

Date 5/26/2023

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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2.6.6.1.1. Data submitted by the Contractor via the Phoenix reporting system.

2.6.7. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

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

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 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.

10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.

11. Audits

11.1. The Contractor must email an annual audit to: Denise.J.Daigneault@dhhs.nh.gov if any of the following conditions exist:

11.1.1. 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.

11.1.2. 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.

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

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

11.3. 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.

11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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

Exhibit C-3 Budget, Amendment 2

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

Vendor Name: The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health

Budget Request for: Operationalization of the Critical Time Intervention Pilot Program

Budget Period: 7/1/2023 to 6/30/2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$		\$	\$		\$	\$		\$
2. Employee Benefits	\$		\$	\$		\$	\$		\$
3. Consultants	\$		\$	\$		\$	\$		\$
4. Equipment:	\$		\$	\$		\$	\$		\$
Rental	\$		\$	\$		\$	\$		\$
Repair and Maintenance	\$		\$	\$		\$	\$		\$
Purchase/Depreciation	\$		\$	\$		\$	\$		\$
5. Supplies:	\$		\$	\$		\$	\$		\$
Educational	\$		\$	\$		\$	\$		\$
Lab	\$		\$	\$		\$	\$		\$
Pharmacy	\$		\$	\$		\$	\$		\$
Medical	\$		\$	\$		\$	\$		\$
Office	\$		\$	\$		\$	\$		\$
6. Travel	\$		\$	\$		\$	\$		\$
7. Occupancy	\$		\$	\$		\$	\$		\$
8. Current Expenses	\$		\$	\$		\$	\$		\$
Telephone	\$		\$	\$		\$	\$		\$
Postage	\$		\$	\$		\$	\$		\$
Subscriptions	\$		\$	\$		\$	\$		\$
Audit and Legal	\$		\$	\$		\$	\$		\$
Insurance	\$		\$	\$		\$	\$		\$
Board Expenses	\$		\$	\$		\$	\$		\$
9. Software - System Upgrade Funds	\$		\$	\$		\$	\$		\$
10. Marketing/Communications	\$		\$	\$		\$	\$		\$
11. Staff Education and Training	\$		\$	\$		\$	\$		\$
12. Subcontracts/Agreements	\$		\$	\$		\$	\$		\$
13. Other (specific details mandatory):	\$		\$	\$		\$	\$		\$
Flex Funds (pre approval needed)	\$	8,000.00	\$	\$		\$	\$	8,000.00	\$
Incentive Payments (pre approval needed)	\$		\$	\$		\$	\$		\$
Per Diem Expenses	\$	369,811.00	\$	\$		\$	\$	369,811.00	\$
Contingency Exp. (pre approval needed)	\$		\$	\$		\$	\$		\$
<b>TOTAL</b>	\$	<b>377,811.00</b>	\$	\$		\$	\$	<b>377,811.00</b>	\$

Indirect As A Percent of Direct 0.0%

Exhibit C-4 Budget, Amendment 2

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

Vendor Name: The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health

Budget Request for: Operationalization of the Critical Time Intervention Pilot Program

Budget Period: 7/1/2024 to 6/30/2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHH contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (specific details mandatory):	\$	\$	\$	\$	\$	\$	\$	\$	\$
Flex Funds (pre approval needed)	\$	8,000.00	\$	\$	\$	\$	\$	8,000.00	\$
Incentive Payments (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$
Per Diem Expenses	\$	369,811.00	\$	\$	\$	\$	\$	369,811.00	\$
Contingency Exp. (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>	\$	<b>377,811.00</b>	\$	<b>377,811.00</b>	\$	<b>377,811.00</b>	\$	<b>377,811.00</b>	\$

Indirect As A Percent of Direct 0.0%

# 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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

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.

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

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: 5/24/23

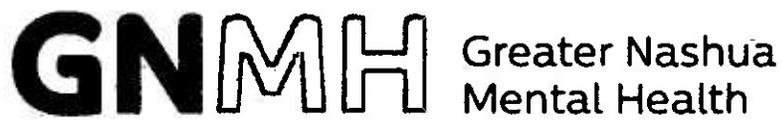
  
Signature of Elected Officer  
Name: James Jordan  
Title: Board Chair  
Greater Nashua Mental Health





**Mission Statement of Greater Nashua Mental Health**

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



**FINANCIAL STATEMENTS**

**June 30, 2022**

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

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

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

### Opinion

We have audited the accompanying financial statements of The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

### Basis for Opinion

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

### Responsibilities of Management for the Financial Statements

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

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

### Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

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

#### **Report on Summarized Comparative Information**

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

*Berry Dawn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 31, 2022

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

**Statement of Financial Position**

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

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

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

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

**Statement of Activities and Changes in Net Assets**

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

	<u>2022</u>			<u>Total 2021</u>
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	
<b>Revenues and support</b>				
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	<u>389,089</u>	<u>-</u>	<u>389,089</u>	<u>1,165,403</u>
Total revenues and support	<u>24,080,525</u>	<u>-</u>	<u>24,080,525</u>	<u>25,663,127</u>
<b>Expenses</b>				
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	<u>3,154,994</u>	<u>-</u>	<u>3,154,994</u>	<u>2,044,300</u>
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	<u>46,961</u>	<u>-</u>	<u>46,961</u>	<u>33,390</u>
Total expenses	<u>21,452,322</u>	<u>-</u>	<u>21,452,322</u>	<u>18,232,506</u>
Income from operations	<u>2,628,203</u>	<u>-</u>	<u>2,628,203</u>	<u>7,430,621</u>
<b>Other income (loss)</b>				
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	<u>(140,497)</u>	<u>(19,274)</u>	<u>(159,771)</u>	<u>303,297</u>
Total other (loss) income	<u>(115,403)</u>	<u>(15,684)</u>	<u>(131,087)</u>	<u>335,402</u>
Excess of revenues and support and other income over expenses and change in net assets	2,512,800	(15,684)	2,497,116	7,766,023
Net assets, beginning of year	<u>15,788,406</u>	<u>328,696</u>	<u>16,117,102</u>	<u>8,351,079</u>
Net assets, end of year	<u>\$ 18,301,206</u>	<u>\$ 313,012</u>	<u>\$ 18,614,218</u>	<u>\$ 16,117,102</u>

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

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

## Statement of Functional Revenues and Expenses

Year Ended June 30, 2022

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total
Revenues and support and other income											
Program service fees, net	\$ 4,486,776	\$ 9,484,255	\$ 1,663,659	\$ 671,241	\$ 314,292	\$ 1,127,279	\$ 834,235	\$ 18,681,736	\$ 1,391	\$ -	\$ 18,683,127
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	164,903
Net investment loss	-	-	-	-	-	-	-	-	(131,087)	-	(131,087)
Other	-	373,425	-	-	1,000	-	-	374,425	14,664	-	389,089
Total revenues and support and other income (loss)	<u>\$ 4,962,426</u>	<u>\$ 11,025,249</u>	<u>\$ 1,665,109</u>	<u>\$ 997,899</u>	<u>\$ 804,050</u>	<u>\$ 1,127,439</u>	<u>\$ 3,302,270</u>	<u>\$ 23,884,442</u>	<u>\$ (47,953)</u>	<u>\$ 112,959</u>	<u>\$ 23,949,438</u>

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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	3,072,602	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	374,686
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	-	10,563	192,147	6,839	-	198,986
Communications	13,060	36,937	4,753	4,687	2,601	862	32,826	95,626	278,266	4,875	378,757
Client support	21,092	98,618	8	14	2,000	-	3,128	124,850	13,716	-	138,676
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	250	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	46,951	21,452,322
General and administrative allocation	1,645,861	3,598,396	478,589	224,605	334,840	(663,474)	457,784	6,076,601	(6,082,115)	5,514	-
Total expenses	4,440,628	9,351,030	1,069,338	714,394	1,132,203	1,127,439	3,612,778	21,447,810	(47,963)	52,475	21,452,322
Change in net assets	\$ 521,798	\$ 1,674,219	\$ 595,771	\$ 283,505	\$ (328,153)	\$ -	\$ (310,508)	\$ 2,436,632	\$ -	\$ 60,484	\$ 2,497,116

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

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

**Statement of Cash Flows**

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

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

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

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

**Notes to Financial Statements**

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

**Organization**

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

**1. Summary of Significant Accounting Policies**

**Use of Estimates**

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

**Basis of Presentation**

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

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

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

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

**Notes to Financial Statements**

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

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

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

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2021 financial statements, from which the summarized information was derived.

**Cash and Cash Equivalents**

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

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

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the trade accounts receivable. Accounts receivable, net amounted to \$2,553,814 as of June 30, 2020.

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

**Notes to Financial Statements**

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

**Investments**

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

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

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

**Property and Equipment**

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

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

**Revenue Recognition**

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

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

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

**Notes to Financial Statements**

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

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

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

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

**Functional Allocation of Expenses**

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. General and administrative expenses are allocated based on full time equivalents and program expenses are allocated based on client count.

**Estimated Third-Party Liability**

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

**Income Taxes**

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2022 and 2021. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

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

**Notes to Financial Statements**

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

**Subsequent Events**

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 31, 2022, which is the date that the financial statements were available to be issued.

**2. Availability and Liquidity of Financial Assets**

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

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

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

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

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

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

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

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

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

**Notes to Financial Statements**

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

**3. Program Service Fees and Concentrations of Credit Risk**

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

**4. Investments**

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

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

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

**5. Fair Value of Financial Instruments**

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

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

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

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

**Notes to Financial Statements**

**June 30, 2022**

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

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

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

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

**6. Property and Equipment**

Property and equipment consists of the following:

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

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

**Notes to Financial Statements**

**June 30, 2022**

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

**7. Endowment**

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

**Interpretation of Relevant Law**

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

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

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

**Spending Policy**

The Organization has a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. There were no appropriations during 2022. During 2021, the Board of Directors approved an appropriation of \$45,003 to support current operations.

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

**Notes to Financial Statements**

**June 30, 2022**

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

**Return Objectives and Risk Parameters**

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

**Funds with Deficiencies**

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2022 and 2021.

**Endowment Composition and Changes in Endowment**

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

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

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

**Notes to Financial Statements**

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

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

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

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

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

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

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

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

**Notes to Financial Statements**

**June 30, 2022**

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

**8. Line of Credit**

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of TD base rate (4.75% at June 30, 2022). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2022 or 2021. Management is in the process of renewing the line of credit with TD Bank.

**9. Commitments and Contingencies**

**Operating Leases**

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

Future minimum lease payments are as follows:

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

**10. Tax Deferred Annuity Plan**

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2019, the Organization increased the matching contribution to 100% of employee deferrals up to 5% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition, the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2022 and 2021. Expenses associated with this plan were \$364,888 and \$290,063 for the years ended June 30, 2022 and 2021, respectively.

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

**Notes to Financial Statements**

**June 30, 2022**

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

**11. Uncertainty and Relief Funding**

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 and Coronavirus Response and Relief Supplemental Appropriations Act of 2021 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its continued economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

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

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

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

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

**Notes to Financial Statements**

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

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

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



**BOARD OF DIRECTORS (2023)**

James R. Jordan	Chair
Pamela Burns	Vice Chair
Diane Vienneau	Secretary
Edmund Sylvia	Treasurer
Robert Amrein, Esquire	
Lt. Charles MacGregor	
Fr. Thomas A. Moses	
Elizabeth Sheehan	
Kristen Sheppard	
Mary Ann Somerville	
James Fasoli	Emeritus Board

**Angela L. Attardo, PsyD**  
*Licensed Psychologist – New Hampshire #1512*

Antioch University New England, Keene, NH

**Education**

August 2012 – May 2018

- Doctoral Candidate, PsyD in Clinical Psychology, Conferred 2018
- Masters of Science in Clinical Psychology, Conferred June 2015

Colgate University, Hamilton, NY

August 2004 – May 2008

- Bachelor of Arts, *magna cum laude* with honors in psychology, Conferred May 2008
- Major: Psychology, Minor: Spanish

**Clinical Experience**

*Director, Intake Services and Assessment*

July 2021 – Present

*Program Manager, Intake Services*

November 2019 – July 2021

*Therapist, Community Support Services*

September 2017 – November 2019

Greater Nashua Mental Health, Nashua, NH

- Coordinate walk-in intake clinic
- Collaborate with multidisciplinary teams and order appropriate treatment
- Provide clinical and administrative supervision to masters-level intake clinicians
- Supervise doctoral practicum students
- Manage Critical Time Intervention team in their case management work with clients discharging from psychiatric hospitalization
- Provide treatment planning and individual therapy for clients with severe and persistent mental illness
- Co-lead DBT skills group and lead self-designed “Moving Forward” group
- Conduct psychological testing with agency clients; screen and coordinate incoming referrals

*Predocutorial Psychology Intern*

September 2016 – Present

Dr. Sara Quam

Southeast Human Service Center, Fargo, ND

- Conducted intake/diagnostic interviews and provided individual therapy
- Co-led therapy groups for DBT skills, adults with intellectual disabilities, and substance use disorders
- Conducted parent capacity evaluations and court-ordered risk assessments for sexual offenders
- Provided internal and external professional consultation

*Psychometrist*

July 2015 – September 2016

Dr. Kathleen Albert

Complete Care Counseling, Manchester, NH

- Conducted neuropsychological testing and wrote comprehensive reports

*Advanced Practicum Student*

August 2015 – May 2016

Dr. Megan Kersting

Clark University Center for Counseling & Personal Growth, Worcester, MA

- Provided individual therapy to undergraduate and graduate students
- Co-led therapy groups (mindfulness, interpersonal/process group)

*Practicum Student*

August 2014 – July 2015

Dr. Vic Pantesco

Antioch University Psychological Services Center, Keene, NH

- Provided individual therapy and psychological testing to students and local residents ages 6 to 70
- Co-led parenting group for caregivers of children with ADHD
- Served on the Family Interest Group Consultation Team – provided live consultation to colleagues during couple and family therapy sessions
- Coordinated schedule of guest speakers for in-service presentations

*Special Proficiency Practicum Student*

June 2014 – August 2014

Dr. Kathleen Albert

Complete Care Counseling, Manchester, NH

- Conducted neuropsychological assessments measures with children ages 9 and 10

*Practicum Student*

September 2013 – May 2014

Dr. Johanna Sagarin

Ellsworth Child and Family Counseling Center at Children's Friend, Worcester, MA

- Provided individual therapy to children ages 6 to 17
- Co-led two social skills therapy groups for children ages 7 to 13
- Conducted psychological evaluations with children ages 7 to 13

**Research and Professional Experience**

*Teaching Assistant*

October 2015 – December 2015

Supervision – Dr. Lorraine Mangione

Antioch University New England, Keene, NH

- Observed students' in-class supervision role-play groups and provided feedback

*Peer Reviewer*

March 2015 – June 2015

Dr. Lorraine Mangione

Antioch University New England, Keene, NH

- Worked with faculty to provide critical feedback on articles submitted for publication to *The Clinical Supervisor* and *The Psychology of Religion and Spirituality*

*Teaching Assistant*

September 2014 – May 2015

Research Methods and Statistics – Dr. George Tremblay and Dr. Jim Fauth

Antioch University New England, Keene, NH

- Provided consultation to students on research design and statistical concepts; wrote and scored exams

*Lab Manager and Research Assistant*

September 2008 – August 2012

Lifespan Developmental Psychology Lab – Dr. Margie Lachman

Brandeis University, Waltham, MA

- Assisted with designing and running grant-funded studies
- Recruited and scheduled research participants, ran research protocol, cleaned and entered data
- Assisted with data analysis and interpretation as well as preparation of posters, presentations, and manuscripts
- Supervised and assigned work to nine undergraduate research assistants
- Managed inventory of lab supplies

*Senior Honors Thesis in Psychology*

September 2007 – May 2008

Dr. Spencer Kelly

Colgate University, Hamilton, NY

- Conducted experiments on the use of gesture in foreign language learning

*Research Assistant*

June 2007 – May 2008

Cognitive Aging Lab – Dr. Robert Lipinski

Colgate University, Hamilton, NY

- Collected, cleaned, and entered data

*Grader*

September 2007 – December 2007

Quantitative Methods – Dr. Kevin Carlsmith

Colgate University, Hamilton, NY

- Graded and provided feedback on statistics homework, exams, and lab write-ups

**Publications (as Angela Lee and Angela Lee-Attardo)**

Agrigoroaei, S., Lee-Attardo, A., & Lachman, M. E. (2016). Stress and subjective age: Those with greater financial stress look older. *Research on Aging*. Advance online publication. doi: 10.1177/0164027516658502

Agrigoroaei, S., Polito, M., Lee, A., Kranz–Graham, E., Seeman, T., & Lachman, M. E. (2013). Cortisol response to challenge involving low controllability: The role of control beliefs and age. *Biological Psychology*, 93, 138–142.

Kelly, S. D., & Lee, A. L. (2012). When actions speak too much louder than words: Hand gestures disrupt word learning when phonetic demands are high. *Language and Cognitive Processes*, 27, 793–807.

**Poster Presentations (as Angela Lee)**

Agrigoroaei, S., Lee, A., & Lachman, M. E. (2012, November). *Looking as young as you feel: Financial stress can make you look older*. Presented at the 65<sup>th</sup> Annual Scientific Meeting of the Gerontological Society of America, San Diego, CA.

Agrigoroaei, S., Polito, M. J., Lee, A. L., Kranz–Graham, E., Mehler, B. L., Seeman, T., & Lachman, M. E. (2011, August). *Driven to distraction: Effects of a driving challenge on control beliefs, physiological reactivity, attention, and memory in younger and older adults*. Presented at the 2011 American Psychological Association Annual Convention, Washington, D.C.

Lee, A., Herbert, A., & Lachman, M. E. (2011, March). *Age differences in the relationship of hand grip strength to functional health and depression*. Presented at the Eastern Psychological Association 2011 Annual Convention, Cambridge, MA.

Agrigoroai, S., Polito, M., Lee, A., Kranz–Graham, E., & Lachman, M. (2010, May). *Driven to forget: Effects of control beliefs on stress and memory during a driving simulation*. Presented at the Association for Psychological Science Annual Convention, Boston, MA.

**Honors**

*President's Doctoral Fellowship*  
Antioch University

Fall 2012 – May 2014

*Psi Chi International Honor Society in Psychology*

Inducted 2006

*Dean's Award for Academic Excellence*

Colgate University, Hamilton NY

Fall 2004, Spring 2005, Fall 2005, Fall 2006, Spring 2007, Fall 2007, Spring 2008

- Award for students with GPA 3.3 or above

*Phi Eta Sigma National Academic Honor Society*

Inducted 2005

Colgate University, Hamilton, NY

- National academic honor society for first-year students with a GPA of 3.5 or higher.

**Volunteer Work**

*Befriender*

July 2010 – November 2012

Samaritans Suicide Prevention Helpline

Framingham, MA

- Answered confidential, anonymous crisis calls
- Assessed suicide risk and provided active listening and support

*Group leader and visitor*

September 2005 – May 2008

Hamilton Manor Home for Adults

Hubbardsville, NY

- Visited elderly adults living with dementia, developmental disorders, dissociative identity disorder, schizophrenia, and other physical and mental health conditions
- Coordinated calendar and transportation for the group of volunteers

## **Cathryn Roberson**



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### **EDUCATION:**

#### **BA in Psychology**

Southern New Hampshire University - Hooksett, NH

### **WORK EXPERIENCE:**

#### **Critical Time Intervention Specialist**

*October, 2020 – Present*

*Greater Nashua Mental Health – Nashua, NH*

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

#### **Integrated Primary Care/Behavioral Health Patient Navigator**

*September 2018 to October, 2020*

*Catholic Medical Center - Manchester, NH*

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

#### **Family Service Specialist**

*February, 2018 – September, 2018*

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

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

**Medical Secretary**

*March, 2016 – February, 2018*

*Dartmouth Hitchcock Orthopedics, Podiatry and Spine - Nashua, NH*

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

**Patient Service Representative**

*August, 2014 – March, 2016*

*Elliot Pediatric and Primary Care at Riverside – Hooksett, NH*

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

**Medical Secretary**

*October, 2002 – June, 2014*

*Active Physical Therapy - Bellingham, MA*

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

## Jaime MacIntosh

Looking for a strong team environment that will allow me to help others! I would like to learn and grow my current skills with a great company!

Authorized to work in the US for any employer

### Work Experience

#### **Sales Agent**

Columbia Care - Lowell, MA  
February 2022 to Present

I assist customers with picking out their order and process the transaction. Keeping accurate register and inventory during shifts. Engage in conversation and make connections with customers.

#### **Integrated Beneficiary Qualification Specialist**

Fidelity Investments  
April 2021 to February 2022

Qualify workplace benefits when an employee/retiree passes away. Work with two large clients, covering 401k, pension, health and life insurances. Follow plan rules and company procedures to correctly send letter(s) to survivors. Verify documentation for benefit set-up and/or pay out.

#### **Survivor Services Case Manager**

Fidelity Investments - Lowell, MA  
August 2019 to March 2021

Assisted survivors of mostly large companies go over and assist with forms/questions over the phone. Outbound/Inbound calls and case processing time divided the day. Able to explain things in a clear manner and reduce the survivors level of effort.

#### **Workplace Participant Services-Financial Representative**

Fidelity Investments - Merrimack, NH  
September 2015 to August 2019

- Proficient with Tax Exempt, Defined Contributions, and Defined Benefits Plans
- Strong Focus on delivering exceptional customer experience

#### **Office Coordinator, Satellite Office**

Southern NH Internal Medicine Associates - Windham, NH  
October 2012 to September 2015

- Primary assistant for Internal Medicine/Infectious Disease MD
- Effective communication with managers in primary office to ensure office is running efficiently and within compliance

**Secretary IV, Outpatient Rehabilitation**

Presbyterian Saint Luke's Medical Center - Denver, CO  
June 2012 to August 2012

Supporting department in all administrative tasks

**Onsite Program Coordinator at Denver Health and Hospital Authority and Boulder Community Hospital**

Rightsourcing USA - Denver, CO  
September 2011 to June 2012

Denver and Boulder CO (09/19/2011-June 2012)

Onsite Program Coordinator at Denver Health and Hospital Authority and Boulder Community Hospital

- Posting of requisitions to PeopleFluent database and screening potential candidates
- Processing of payroll
- Verification of compliance documents
- Coordination with multiple agencies for staffing purposes and security needs

**Patient Service Representative, Elliot Primary Care-Londonderry**

Elliot Health System - Londonderry, NH  
May 2010 to June 2011

- Team Leader for registration staff and advocate for patient issues
- Responsible for the training program and mentoring of new employees

**Hospitalist Site Coordinator**

EmCare Inpatient Services - Gardner, MA  
August 2007 to April 2010

- Coordination of multiple Hospitalist programs;
- Data entry
- Reporting of patient encounters with compliance review of medical records for accuracy before sending to billing
- Orientation of new Hospitalist Physicians and acting as liaison between EmCare, physicians and the hospital

**Education**

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**Certificate in Addiction Recovery - Support Worker**

Choice Training - Ginger Ross - NH - Zoom  
June 2022 to Present

**Bachelor of Arts in Economics and Sociology**

Keene State College - Keene, NH  
May 2007

**Skills**

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- Case management
- Human resources

- Recruiting
- Administrative experience
- Payroll
- Data analysis skills
- Microsoft Excel
- Microsoft Office
- Leadership
- Organizational Skills
- Microsoft Word
- Employee Orientation
- Microsoft Powerpoint
- Salesforce
- Microsoft Outlook
- Communication skills

## Kelsey J. Loparto, BA, CPS

### **Current Position: January 2021- Present**

Step-Up Step-Down Program Co Director, On The Road To Wellness

Manchester, NH

In January, 2021, I was recruited by On The Road To Wellness to carry out their Step-Up Step-Down Program. This program was developed to provide community based peer support in a home like setting as an alternative to psychiatric hospitalization. My initial work included developing all policies, work flow procedures, and programmatic material used for Step-Up Step-Down, which was later adopted by all other peer support agencies carrying out SUSD programs in New Hampshire.

The heart of my work exists in developing supportive relationships with individuals staying in the program so that they may work on their mental health challenges. This support is completely peer based, including sharing my own mental health experiences to help others. It is my continuous goal to foster a positive, safe, and supportive environment in the Step-Up Step-Down home where individuals may experience the true power of peer support and self driven mental wellness.

Other responsibilities include;

Supervising SUSD Staff, processing referrals, coordinating with community partners, providing 24/7 on call coverage, addressing all crisis and challenges with compassion.

### Education:

#### Cape Cod Community College (2007-2010)

Associate of Arts Degree, Liberal Arts Concentration

While attending Cape Cod Community College, I was a member of the Honors Club, the Sustainability Club, and an active member of the National Honor Society for Community Colleges, Phi Theta Kappa.

#### University of Massachusetts Boston (2010-2013)

## Bachelor of Arts Degree, Major in Sociology

At UMass Boston, I graduated with high honors at a 3.98 GPA as well as a departmental distinction award granted to only four students graduating with sociology degrees. Additionally, I was accepted into UMass Boston's Caribbean Studies Summer Institute, where I studied sociology abroad with the University of Puerto Rico.

## Certified Peer Specialist (2018)

### State of New Hampshire

After completing all requirements to obtain certification, I sat for the very first Peer Specialist certification exam developed and offered by State of New Hampshire, successfully becoming one of the first Certified Peer Specialists for the state. Requirements to complete certification included successful training in Intentional Peer Support, Wellness Recovery Action Planning, Whole Health Action Management and Suicide Prevention.

## Other Certificates and/or Trainings

In the years I have worked in direct care and human services, I have had many opportunities for professional development including attending a variety of trainings and workshops. Notable trainings I have attended include the following...

- Illness Management and Recovery (IMR)
  - Initial Training on Addiction and Recovery
  - CPI Nonviolent Crisis Intervention
  - Motivational Interviewing
  - Intentional Peer Support (IPS)
  - Whole Health Action Management (WHAM)
  - Wellness Recovery Action Planning (WRAP)
  - Suicide Prevention and Mental Health First Aide
- \*Certificates of attendance may be provided for all trainings above

### Agency Substitute, Latham Centers, Inc.; Brewster, MA - 2014

As an agency substitute, I filled positions as a direct support professional in both school and residential settings, including para professional, residential lead, residential aid and one on one counselor. I completed all necessary training to provide supports for the youth in service, including both physical (TCI) and non physical behavioral interventions.

Community Living Instructor, Crotched Mountain Rehabilitation; Exeter, NH February 2015-  
January 2017

As a community living instructor for Crotched Mountain Rehabilitation, my primary duties were to assist my clients through their tasks of daily living, morning to afternoon, with a focus on facilitating community engagement. This included completing all personal care, medication administration and assisting them through community activities (including medical appointments). Within this position I was also trained to address the specific needs of individual clients, particularly those involving equipment for full assist and transportation.

ACT Peer Specialist, Center for Life Management; Derry, NH January 2017- August 2018

As ACT Peer Specialist, I served as an integral part of the Assertive Community Treatment (ACT) team within a community mental health center. As peer specialist, I used my own lived experience to promote connection, hope and advocacy amongst clients of the ACT team. Daily activities/responsibilities included one on one meetings with ACT clients (including at the center, in the community and at their home), attending support groups alongside clients and providing peer support education to other staff at the center. Additional responsibilities included regular attendance/participation in team meetings and completing documentation of all services provided.

Peer Support Assistant, On the Road to Wellness; Manchester, NH October 2018- January 2019

As a peer support assistant, my primary duties were to facilitate daily support groups on a variety of mental health topics. Additional responsibilities include providing one on one support as needed, completing all necessary documentation and participating in community outreach.

Critical Time Intervention Specialist, Greater Nashua Mental Health, Nashua, NH January 2019-  
September 2020

The Critical Time Intervention program provided short term transitional case management and care coordination to individuals completing a transition from psychiatric hospital to community. As a CTI specialist, I supported clients in transitioning out of psychiatric inpatient hospital units and connecting to services/needed resources in the community. CTI work included completing client assessments (both inpatient and outpatient), coordinating with providers (both inpatient and outpatient), providing family support and education, completing outreach and working directly with clients in a community setting to connect to any case management needs and resources.

Mobile Crisis Team Peer Support Specialist, Riverbend Community Mental Health Center, July 2020 – December 2021

The Mobile Crisis Team provided direct support, assessment and intervention services for individual experiencing crisis in the community. The majority of assessments were carried out by a two-person team of a clinician and peer specialist who responded directly to the location of the individual that called. I completed a wide variety of assessments throughout the Concord area, including those with both adults and children.

**Additional Work History;**

Commercial Shellfisher, Self Employed; Orleans, MA — 2009-2013

Sales Associate/Customer Service Associate, Gustare Oils and Vinegars; Chatham, MA— 2012-2014

Volunteer, WE CAN Corporation; Harwich Port, MA — 2013

References Available Upon Request

**COMMUNITY COUNCIL OF NASHUA, NH DBA/GREATER NASHUA MENTAL HEALTH**

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Angela Attardo	Clinical Supervisor for CTI	\$36,045
Cathy Roberson	CTI Field Coordinator	\$46,883
Jaime MacIntosh	CTI Specialist	\$40,000
Kelsey Loparto	CTI Specialist	\$43,600
TBD	CTI Specialist	\$44,000



Lori A. Skibbinette  
Commissioner

Katja S. Fox  
Director

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

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

March 8, 2022

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into new **Sole Source** contracts with the vendors listed in **bold** below, which includes the option to renew for two (2) years, and amend existing contracts to expand and continue providing Critical Time Intervention services, by exercising contract renewal options by increasing the total price limitation by \$3,252,100 from \$790,341 to \$4,042,441 and extending the completion dates of the existing contracts from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. 70% Federal Funds. 30% General Funds.

The original contracts were approved by Governor and Council as indicated in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approvals
<b>Behavioral Health &amp; Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County</b>	<b>177278</b>	<b>Dover, Region 9</b>	<b>\$220,402</b>	<b>\$372,982</b>	<b>\$593,384</b>	O: 10/27/21, (Item #15)
<b>The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health</b>	<b>154112</b>	<b>Nashua, Region 6</b>	<b>\$220,402</b>	<b>\$372,982</b>	<b>\$593,384</b>	O: 10/27/21, (Item #15)
<b>The Mental Health Center of Greater Manchester, Inc.</b>	<b>177184</b>	<b>Manchester, Region 7</b>	<b>\$220,402</b>	<b>\$372,982</b>	<b>\$593,384</b>	O: 10/27/21, (Item #15)

West Central Services, Inc. DBA West Central Behavioral Health	177654	Lebanon, Region 2	\$129,135	\$218,386	\$347,521	O: 10/27/21, (Item #15)
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$0	\$349,487	\$349,487	New Sole Source
Northern Human Services	177222	Conway, Region 1	\$0	\$258,410	\$258,410	New Sole Source
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$0	\$440,564	\$440,564	New Sole Source
The Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$0	\$258,410	\$258,410	New Sole Source
Monadnock Family Services	177510	Keene, Region 5	\$0	\$258,410	\$258,410	New Sole Source
The Mental Health Center for Southern New Hampshire DBA Center for Life Management	174116	Derry, Region 10	\$0	\$349,487	\$349,487	New Sole Source
		<b>Total:</b>	<b>\$790,341</b>	<b>\$3,252,100</b>	<b>\$4,042,441</b>	

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

See attached fiscal details.

**EXPLANATION**

A part of this request is **Sole Source** because the remaining six (6) of the ten (10) Community Mental Health Centers have been identified as being ready to implement the Critical Time Intervention program. The Community Mental Health Centers are designated by the Department to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule He-M 425.03.

Additionally, the original four (4) Community Mental Health Centers will continue providing Critical Time Intervention programming in order to continue addressing the needs of community

members transitioning out of inpatient behavioral health settings, with the goal of lowering readmission rates and thereby lowering readmission costs.

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

Approximately 900 individuals will be served during State Fiscal Years 2022 and 2023.

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

The Contractors will continue working with the Department to establish policies relative to Critical Time Intervention programs. The Critical Time Intervention model is being introduced to the remaining six (6) Community Mental Health Centers and will ensure individuals, statewide, have access to services that support linkages to community supports and other personal supports during difficult transitions to the communities.

The Department will continue monitoring the Critical Time Intervention program by:

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

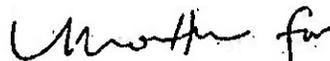
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the Department has the option to extend four (4) of the agreements for up to three (3) additional years. The Department is exercising its option to renew services for one (1) of the three (3) years available. For the six (6) new Sole Source contracts in this requested action, the Department has the option to extend the agreements for up the two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, the Department will continue to experience higher hospitalization rates, lengthier waitlists, and gaps in services that support successful reintegration of individuals into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #1B09SM083987

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner

Attachment A  
Financial Details

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	7,594.00	-	7,594.00
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>7,594.00</b>	<b>78,987.00</b>	<b>86,581.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		115,976.00	115,976.00
			<b>Subtotal</b>	<b>-</b>	<b>115,976.00</b>	<b>115,976.00</b>

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>-</b>	<b>78,987.00</b>	<b>78,987.00</b>

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>-</b>	<b>152,964.00</b>	<b>152,964.00</b>

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
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>-</b>	<b>78,987.00</b>	<b>78,987.00</b>

Monadnock Family Services (Vendor Code 177150-B005)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	78,987.00	78,987.00
			Subtotal	-	78,987.00	78,987.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	115,976.00	115,976.00
			Subtotal	-	115,976.00	115,976.00

<b>Total</b>				<b>46,576.00</b>	<b>1,159,758.00</b>	<b>1,206,332.00</b>
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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)

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	121,541.00	-	121,541.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			Subtotal	121,541.00	73,995.00	195,536.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			Subtotal	207,408.00	154,614.00	362,022.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			Subtotal	207,408.00	154,614.00	362,022.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			Subtotal	207,408.00	154,614.00	362,022.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
			Subtotal	-	168,107.00	168,107.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			Subtotal	-	114,019.00	114,019.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget

Attachment A  
Financial Details

2022	074-500585	Grants for public assistance	92244120	-	67,582.00	67,582.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	-	222,196.00	222,196.00

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
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	-	114,019.00	114,019.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	-	114,019.00	114,019.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
			<b>Subtotal</b>	-	168,107.00	168,107.00

<b>Total</b>					<b>743,765.00</b>	<b>1,438,304.00</b>	<b>2,182,069.00</b>
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05-95-80-903510-2488 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: PUBLIC HEALTH DIV OF, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, PUBLIC HEALTH CRISIS RSP-ARP (100% Federal Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Northern Human Services (Vendor Code 17722-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

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
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

<b>Total</b>				-	654,040.00	654,040.00
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<b>Grand Total</b>				790,341.00	3,252,100.00	4,042,441.00
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 27, 2021, (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$593,384
3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #1, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms by replacing in its entirety with Exhibit C, Amendment #1, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire  
Department of Health and Human Services

3/23/2022

Date

DocuSigned by:  
*Katja S. Fox*  
ED9D65D64C83442...  
Name: Katja S. Fox  
Title: Director

The Community Council of Nashua, N.H. DBA Greater  
Nashua Mental Health

3/23/2022

Date

DocuSigned by:  
*Cynthia L Whitaker*  
084339A50300451...  
Name: Cynthia L Whitaker  
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

3/23/2022

Date

DocuSigned by:  
*Robyn Guarino*

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 6 for individuals who:
  - 1.2.1. Are discharged from inpatient behavioral health settings;
  - 1.2.2. Are not receiving ACT services;
  - 1.2.3. Agree to receiving CTI program services;
  - 1.2.4. Are returning to Region 6; and
  - 1.2.5. Are 18 years or older.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;



**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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1.8.2. Progress; and

1.8.3. Opportunities.

1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:

1.9.1. Applicable EHR modifications are fully functional by January of 2022 with a submission of test data at the request of the Department; and

1.9.2. The EHR has capacity to capture information regarding:

1.9.2.1. Referrals;

1.9.2.2. Discharge;

1.9.2.3. Assessments;

1.9.2.4. Care plans;

1.9.2.5. All interactions between CTI program and the individual;

1.9.2.6. Hospitalizations; and

1.9.2.7. Other monitoring and outcome information specified by the Department.

1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.

1.11. The Contractor shall document in the EHR all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.

1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:

1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.

1.12.2. Community Mental Health Centers, statewide.

1.12.3. Substance Use Disorder Treatment and Recovery Support Services.

1.12.4. Landlords.

1.12.5. Local Businesses.

1.12.6. Community Action Program agencies.

1.12.7. Peer Support Agencies.

1.12.8. Educational Institutions.

1.12.9. Public Assistance Agencies.

1.12.10. Local Welfare Offices.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 1.12.11. Public Health Departments.
- 1.12.12. Transportation providers.
- 1.12.13. Places of worship.
- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services; and
  - 1.13.2. Engage in a pre-CTI meeting with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
  - 1.14.1. Review the individual's treatment history;
  - 1.14.2. Identify existing community supports; and
  - 1.14.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
    - 1.14.3.1. Income.
    - 1.14.3.2. Access to health care, including:
      - 1.14.3.2.1. Health care services;
      - 1.14.3.2.2. Mental health services;
      - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services; and
      - 1.14.3.2.4. Insurance coverage.
    - 1.14.3.3. Diet and exercise.
    - 1.14.3.4. Education.
    - 1.14.3.5. Employment.
    - 1.14.3.6. Family and social supports.
    - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:

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

**2. Phase One (1) CTI Services**

- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the

The Community Council of Nashua, N.H.  
DBA Greater Nashua Mental Health  
SS-2022-DBH-08-OPERA-02-A01  
B-1.0

Contractor Initials                     

Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

initial three (3) consecutive months after discharge from the inpatient behavioral health setting.

- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 2.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 2.2.1.1. Health care appointments.
    - 2.2.1.2. Mental health appointments.
    - 2.2.1.3. Recovery and substance use treatment sessions.
    - 2.2.1.4. Dental appointments.
    - 2.2.1.5. Other appointments relative to life skills.
  - 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 2.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**3. Phase Two (2) CTI Services**

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall reassess the individual's needs and update the Phase Plan, as needed.
- 3.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 3.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 3.3.2. Assisting with self-advocacy.
- 3.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 3.5. The Contractor shall decrease the frequency and duration of meetings.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

correlation with an increase in the individual's sustainable supports.

- 3.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 3.7.1. Faith and/or spiritual programs.
  - 3.7.2. Physical fitness programs.
  - 3.7.3. Social clubs.
  - 3.7.4. Creative art programming.
  - 3.7.5. Education.
  - 3.7.6. Employment.
- 3.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**4. Phase Three (3) CTI Services**

- 4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 4.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 4.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 4.3.1. Developing a long-term plan to:
    - 4.3.1.1. Manage their support network independently; and
    - 4.3.1.2. Achieve recovery goals that remain outstanding.
- 4.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.5. The Contractor shall facilitate a final meeting with the individual to:
  - 4.5.1. Acknowledge achievements over the past 9 months; and
  - 4.5.2. Ensure the individual can function independently with their support network.
- 4.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
  - 4.6.1. The individual's recovery and transition goals;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

---

- 4.6.2. The steps the individual made that indicate their ability to manage their support network independently;
- 4.6.3. The individual's experience in CTI;
- 4.6.4. Initial Risk Assessment;
- 4.6.5. Barriers to the Intervention; and
- 4.6.6. Summarize CTI Intervention.

**5. CTI Supervisory Scope of Work**

- 5.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 5.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 5.2.1. Weekly documentation on required forms that include the:
    - 5.2.1.1. Weighted caseload tracker;
    - 5.2.1.2. Phase date form; and
    - 5.2.1.3. CTI Team Supervision form; and
  - 5.2.2. CTI worker's fidelity efforts; and
  - 5.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 5.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**6. Flexible Needs**

- 6.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 6.1.1. Groceries.
  - 6.1.2. Transportation.
  - 6.1.3. Childcare.
  - 6.1.4. Short-term housing costs, such as security deposits or utility bills.
  - 6.1.5. Clothing appropriate for cold weather, job interviews, or work.
  - 6.1.6. Other uses pre-approved in writing by the Department.

**7. Staffing**

The Community Council of Nashua, N.H.  
DBA Greater Nashua Mental Health  
SS-2022-DBH-06-OPERA-02-A01  
B-1.0

Contractor Initials 

Date 3/23/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

- 7.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
- 7.1.1. Four (4) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 7.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 7.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:
- 7.2.1. Obtain and verify a minimum of two (2) references for the individual;
  - 7.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
  - 7.2.3. Complete a criminal records check to ensure that the individual has no history of:
    - 7.2.3.1. Felony conviction; or
    - 7.2.3.2. Any misdemeanor conviction involving:
      - 7.2.3.2.1. Physical or sexual assault;
      - 7.2.3.2.2. Violence;
      - 7.2.3.2.3. Exploitation;
      - 7.2.3.2.4. Child pornography;
      - 7.2.3.2.5. Threatening or reckless conduct;
      - 7.2.3.2.6. Theft;
      - 7.2.3.2.7. Driving under the influence of drugs or alcohol; or
      - 7.2.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
  - 7.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:
    - 7.2.4.1. The individual's name is on the BEAS state registry;
    - 7.2.4.2. The individual has a record of a felony conviction; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

- 7.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 7.2.3.2.
- 7.3. The Contractor shall ensure all CTI staff:
- 7.3.1. Complete the CTI model training; and
  - 7.3.2. Attend regular Community of Practice (CoP) meetings.
- 7.4. The Contractor shall participate in training, as requested by the Department, which includes:
- 7.4.1. A two (2) day CTI worker training;
  - 7.4.2. A one (1) day CTI supervisor training;
  - 7.4.3. A two (2) day Train-the-Trainer training;
  - 7.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 7.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 7.4.5.1. Motivational Interviewing.
    - 7.4.5.2. Harm reduction.
    - 7.4.5.3. Trauma Informed Care.
    - 7.4.5.4. Setting boundaries.

**8. Exhibits Incorporated**

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

**9. Reporting Requirements**

- 9.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 9.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

Department. The Contractor shall ensure the reporting includes, but is not limited to:

9.2.1. Implementation milestones that include but are not limited to:

9.2.1.1. Hiring, onboarding, and training of staff.

9.2.1.2. The development of a discharge process with New Hampshire Hospital and other DRF's.

9.2.1.3. Open enrollment.

9.2.1.4. Community engagement activities for individual resource development.

9.2.1.5. Training of CMHC clinical staff on the CTI Program.

9.2.1.6. The development of an internal process for communication and coordination between agency services.

9.2.1.7. CTI program improvement efforts.

9.2.1.8. CTI implementation fidelity self-Assessment outcomes.

9.2.1.9. Barriers, challenges, and highlights.

9.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15th) day of the following month.

9.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**10. Operationalization Measures**

10.1. The Department will monitor the contracted services by:

10.1.1. Meeting with the Contractor to determine whether:

10.1.1.1. Implementation milestones have been met;

10.1.1.2. Staffing requirements have been met; and

10.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.

10.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 10.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
- 10.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 10.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 10.2.1. Barriers to progress, as identified by the Department.
  - 10.2.2. Action taken to date to address barriers.
  - 10.2.3. Future action to address barriers, with timeframes.
  - 10.2.4. Action taken to date to make progress.
  - 10.2.5. Future action to make progress, with timeframes.
- 10.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 10.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 10.4.1. Operational workflows;
  - 10.4.2. CTI policies and procedures;
  - 10.4.3. Encounter notes on required forms; and
  - 10.4.4. Phoenix data entry.
- 10.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 10.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 10.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 10.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.



**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

**11. Additional Terms**

**11.1. Impacts Resulting from Court Orders or Legislative Changes**

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

**11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**11.3. Credits and Copyright Ownership**

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

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

11.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

11.3.3.1. Brochures.

11.3.3.2. Resource directories.

11.3.3.3. Protocols or guidelines.

11.3.3.4. Posters.

11.3.3.5. Reports.

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

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

---

**11.4. Operation of Facilities: Compliance with Laws and Regulations**

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

**12. Records**

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 61.01%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN 1B09SM083987.
  - 1.2. 11.02%, Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.354, FAIN NU90TP922144.
  - 1.3. 27.97% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective October 27, 2021 through June 30, 2022, payments shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, which shall not exceed the approved line items specified in Exhibit C-1, Budget.
  - 2.4. Effective July 1, 2022, except for a) Incentive Payments described in Section 3; b) Flexible Funds described in Section 6; and c) Contingency Funds described in Section 7; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.4.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.4.1.1, Rate Table, which are rates set for the term of the contract.

**2.4.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI	\$370.91	Minimum of two (2) encounters with the individual, in-person or	Paid once per

The Community Council of Nashua, N.H. DBA  
Greater Nashua Mental Health  
SS-2022-DBH-06-OPERA-02-A01  
C-1.2

Contractor Initials

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3/23/2022

Date

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

(Phases 1-3)	virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	individual, per month, not to exceed nine (9) consecutive months.
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- 2.4.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #1, Scope of Services, which include:
  - 2.4.2.1. CTI worker salaries and benefits;
  - 2.4.2.2. CTI supervisor salaries and benefits; and
  - 2.4.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.4.3. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
  - 2.4.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.4.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-2, Budget over the term of the Agreement.
- 2.4.4. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
  - 2.4.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1., and the actual amounts of expenses incurred.
  - 2.4.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.4.4.1. may be collected by written notice to the Contractor stating

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

payment shall be made to the Department within 30 days of notification of overpayment.

- 2.4.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table in Subparagraph 2.4.1.1 have been met for each individual identified on the invoice.
- 2.4.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.4.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.5. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-2, Budget. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.5.1. Used to directly support the needs of the client when no other funds are not available;
- 2.5.2. Used for one-time expenses tangible in nature;
- 2.5.3. Directly allocable to the work performed under this Agreement;
- 2.5.4. Appropriate in amount and nature, as determined by the Department; and
- 2.5.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.6. The Contractor shall be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement, at the Department's discretion. The Contractor shall:
- 2.6.1. Obtain pre-approval for the expenses from the Department via a form of submission satisfactory to the Department with applicable justifications; and
- 2.6.2. Ensure requests for Contingency Payments, based on extraordinary costs, do not exceed the contingency expenses line item defined in Exhibit C-2, Budget.
- 2.7. The Contractor shall be eligible to receive incentive payments in an amount not to exceed \$12,994 upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2022.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**Table 1**

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

2.8. Effective July 1, 2022, the Contractor shall be eligible to receive an incentive payment in an amount not to exceed 5% of their invoicing of the per diem expense line item defined in Exhibit C-2, Budget. The Contractor shall be eligible for the incentive payment if the average graduation rate across all CTI clients enrolled during State Fiscal Year 2023 is demonstrated to be equal to or greater than 75%. For the purposes of this Subsection 2.8.:

2.8.1. "Graduated" for this incentive payment shall mean a CTI client that enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Year 2023;

2.8.2. "Enrolled" for this incentive payment shall mean any individual, discharged from a qualifying Designated Receiving Facility



**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

(DRF) or New Hampshire Hospital, that entered Phase 1 of the CTI program upon their discharge, which does not include individuals who participate in Pre-CTI, but do not enter Phase 1; and

2.8.3. The incentive target shall be calculated based on:

2.8.3.1. Data submitted by the Contractor via the Phoenix reporting system; and

2.8.3.2. The calculation of the total number of graduated CTI clients during the State Fiscal Year 2023 divided by the total number of CTI clients enrolled into Phase 1 and eligible to graduate during State Fiscal Year 2023.

3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:

3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.

3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.

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

3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.

4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

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

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

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

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

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7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 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.
  - 10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.
11. Audits
  - 11.1. The Contractor must email an annual audit to: [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 11.1.1. 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.
    - 11.1.2. 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.
    - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

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- 11.3. 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.
- 11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-2 Budget, Amendment 1

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

Vendor Name: The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health

Budget Request for: Operationalization of the Critical Time Intervention Pilot Program

Budget Period: 7/1/2022 to 6/30/2023

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$
4. Equipment:	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$
5. Supplies:	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$
8. Current Expenses:	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$
12. Subcontract/Agreements	\$	\$	\$	\$	\$	\$
13. Other (specify details near history)	\$	\$	\$	\$	\$	\$
Flex Funds	\$ 8,000.00	\$	\$ 8,000.00	\$	\$ 8,000.00	\$ 8,000.00
Incentive Payments	\$ 18,491.00	\$	\$ 18,491.00	\$	\$ 18,491.00	\$ 18,491.00
Per Diem Expenses	\$ 336,491.00	\$	\$ 336,491.00	\$	\$ 336,491.00	\$ 336,491.00
Contingency Expenses	\$ 10,000.00	\$	\$ 10,000.00	\$	\$ 10,000.00	\$ 10,000.00
<b>TOTAL</b>	<b>\$ 372,982.00</b>	<b>\$</b>	<b>\$ 372,982.00</b>	<b>\$</b>	<b>\$ 372,982.00</b>	<b>\$ 372,982.00</b>

Indirect As A Percent of Direct 0.0%

OCT 12 '21 PM 2:59 RCVD

15  
MAWLeri A. Sibilacette  
CommissionerKatja S. Fox  
Director

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

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

October 4, 2021

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

**REQUESTED ACTION**

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

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County	177278	Dover, Region 9	\$220,402.00
The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	154112	Nashua, Region 6	\$220,402.00
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	\$220,402.00
West Central Behavioral Health	177854	Lebanon, Region 2	\$129,135.00
		<b>Total:</b>	<b>\$790,341.00</b>

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

See attached fiscal details.

**EXPLANATION**

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

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

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

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

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

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

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

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

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

The Department will monitor services by:

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

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

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

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

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

Areas Served: Dover, Lebanon, Manchester, and Nashua

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

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

Respectfully submitted,

*Lori A. Shibinette*  
for Commissioner Shibinette

Lori A. Shibinette  
Commissioner

Attachment A  
Financial Details

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

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

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

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

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

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

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

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

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

			<b>Total</b>	<b>46,576.00</b>
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Attachment A  
Financial Details

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

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

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

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

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

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

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

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

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

			<b>Total</b>	<b>743,765.00</b>
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			<b>Grand Total</b>	<b>790,341.00</b>
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Subject: Operationalization of the Critical Time Intervention Program (SS-2022-DBH-06-OPERA-02)

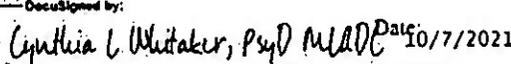
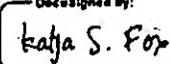
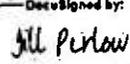
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

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

Contractor Initials   
 Date 10/7/2021

**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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

**Revisions to Standard Agreement Provisions**

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

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

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

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

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

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

**Scope of Services**

**1. Statement of Work**

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

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

1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:

1.9.1. Applicable EHR modifications are fully functional by January of 2022.

1.9.2. The EHR has capacity to capture information regarding:

1.9.2.1. Referrals;

1.9.2.2. Discharge;

1.9.2.3. Assessments;

1.9.2.4. Care plans;

1.9.2.5. All interactions between CTI program and the individual;

1.9.2.6. Hospitalizations; and

1.9.2.7. Other monitoring and outcome information specified by the Department.

1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.

1.11. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.

1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:

1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.

1.12.2. Community Mental Health Centers, statewide.

1.12.3. Substance Use Disorder Treatment and Recovery Support Services.

1.12.4. Landlords.

1.12.5. Local Businesses.

1.12.6. Community Action Program agencies.

1.12.7. Peer Support Agencies.

1.12.8. Educational Institutions.

1.12.9. Public Assistance Agencies.

1.12.10. Local Welfare Offices.

1.12.11. Public Health Departments.

1.12.12. Transportation providers.

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

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

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

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

**2. Phase One (1) CTI Services**

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

SS-2022-08H-06-OPERA-02

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

Contractor Initials



Date 10/7/2021

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

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

**3. Phase Two (2) CTI Services**

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

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

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3.6.4. Creative art programming.

3.6.5. Education.

3.6.6. Employment.

**4. Phase Three (3) CTI Services**

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

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

4.2.1. Developing a long-term plan to:

4.2.1.1. Manage their support network independently; and

4.2.1.2. Achieve recovery goals that remain outstanding.

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

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

4.4.1. Acknowledge achievements over the past 9 months; and

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

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

4.5.1. The individual's recovery and transition goals;

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

4.5.3. The individual's experience in CTI;

4.5.4. Initial Risk Assessment;

4.5.5. Barriers to the Intervention; and

4.5.6. Summarize CTI Intervention.

**5. Flexible Needs**

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

5.1.1. Groceries.

5.1.2. Transportation.

5.1.3. Childcare.

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



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

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

**6. Staffing**

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

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

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- 6.2.4.2. The individual has a record of a felony conviction; or
- 6.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 6.2.3.3.

- 6.3. The Contractor shall ensure all CTI staff:
  - 6.3.1. Complete the CTI model training; and
  - 6.3.2. Attend regular Community of Practice (CoP) meetings.
- 6.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 6.4.1. A two (2) day CTI worker training.
  - 6.4.2. A one (1) day CTI supervisor training.

**7. Exhibits Incorporated**

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

**8. Reporting Requirements**

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

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

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

**9. Operationalization Measures**

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

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

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

**10. Additional Terms**

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

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

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

**11. Records**

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

SS-2022-DBH-06-OPERA-02

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

Contractor Initials



B-1.0

Page 11 of 12

Date

10/7/2021

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

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

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

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

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

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

**Payment Terms**

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

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

**Table 1**

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

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

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

6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:  
Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
13. Audits
  - 13.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

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

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- 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

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

Vendor Name: The Community Council of Nashua, N.H. dba Grover Nashua Mental Health

Budget Request for: Operationalization of the Critical Time Intervention Program

Budget Period: 1/01/2021 to 02/28/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHS ombuds share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 128,333.00	\$ 12,833.00	\$ 141,166.00	\$ -	\$ -	\$ -	\$ 128,333.00	\$ 12,833.00	\$ 141,166.00
2. Employee Benefits	\$ 44,917.00	\$ 4,492.00	\$ 49,409.00	\$ -	\$ -	\$ -	\$ 44,917.00	\$ 4,492.00	\$ 49,409.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permanency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - System Upgrade Funds	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
10. Start-up/Commencement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific detail mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flexible Funding	\$ 5,333.00	\$ -	\$ 5,333.00	\$ -	\$ -	\$ -	\$ 5,333.00	\$ -	\$ 5,333.00
Incentive Payments	\$ 12,984.00	\$ -	\$ 12,984.00	\$ -	\$ -	\$ -	\$ 12,984.00	\$ -	\$ 12,984.00
Recovery and Hiring Costs	\$ 8,750.00	\$ -	\$ 8,750.00	\$ -	\$ -	\$ -	\$ 8,750.00	\$ -	\$ 8,750.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 203,077.00</b>	<b>\$ 17,325.00</b>	<b>\$ 220,402.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 203,077.00</b>	<b>\$ 17,325.00</b>	<b>\$ 220,402.00</b>

Indirect As A Percent of Direct

8.5%

CLB

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

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

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

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

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

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New Hampshire Department of Health and Human Services  
Exhibit D



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

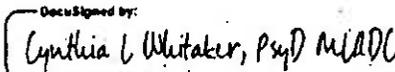
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

10/7/2021

Date

DocuSigned by:  
  
 Name: CYNTHIA L Whitaker, PsyD MLADC  
 Title: President and CEO

Vendor Initials   
 Date 10/7/2021

New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

Vendor Name:

10/7/2021

Date

DocuSigned by:

*Cynthia L Whitaker, PsyD MLADC*

Name: Cynthia L. Whitaker, PsyD MLADC

Title: President and CEO

*CUW*

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

OR  
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New Hampshire Department of Health and Human Services  
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name:

10/7/2021

Date

DocuSigned by:

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

Contractor Initials

CS  
CW

Date 10/7/2021

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

OS  
CW

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

10/7/2021

Date

DocuSigned by:

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

Exhibit G

Contractor Initials

CS  
CW

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

New Hampshire Department of Health and Human Services  
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/7/2021

Date

DocuSigned by:

Cynthia L Whitaker, PsyD MLADC

Name: Cynthia L Whitaker, PsyD MLADC

Title: President and CEO

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

3/2014

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

Contractor Initials

*UW*

Date 10/7/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

3/2014

Contractor Initials

  
Date 10/7/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

*[Handwritten Signature]*

Date 10/7/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Contractor Initials

CUW

Date 10/7/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

AW

Date 10/7/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Greater Nashua Mental Health

The State by:

Name of the Contractor

Katja S. Fox

Cynthia L. Whitaker, PsyD MLADC

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Cynthia L. Whitaker, PsyD MLADC

Name of Authorized Representative  
Director

Name of Authorized Representative

Title of Authorized Representative

President and CEO

Title of Authorized Representative

10/8/2021

10/7/2021

Date

Date

CW

New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

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

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

Contractor Name:

10/7/2021

Date

DocuSigned by:

Cynthia L. Whitaker, PsyD MLADC

Name: Cynthia L. Whitaker, PsyD MLADC

Title: President and CEO

03  
CW

Contractor Initials

Date 10/7/2021

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 081249823

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

X NO                      \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP); also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the Confidential Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

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New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



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

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

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New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

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

**VI. PERSONS TO CONTACT**

- A. DHHS Privacy Officer: [DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov)
- B. DHHS Security Officer: [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)

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

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 27, 2021, (Item #15), as amended on April 6, 2022, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,874,634
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit B, Amendment #1, Scope of Services by replacing in its entirety with Exhibit B Amendment #2, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Amendment #1, Payment Terms, by replacing in its entirety with Exhibit C Amendment #2, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-3, Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Budget, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

5/25/2023

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

The Mental Health Center of Greater Manchester, Inc.

5/25/2023

Date

DocuSigned by:

Patricia Carty

Name: Patricia Carty

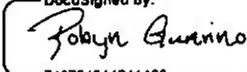
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/27/2023

Date

DocuSigned by:  
  
748734844941480  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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**Scope of Services**

**1. Statement of Work – All Regions**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning back into their community from:
  - 1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and
  - 1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 7 for individuals who meet criteria as they relate to the transition, as determined by the Department.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews, and revise policies and procedures as identified by the Contractor, and as mutually agreed upon by the Contractor and the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;
  - 1.8.2. Progress; and
  - 1.8.3. Opportunities.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure the EHR has capacity to capture information regarding:
  - 1.9.1. Referrals;
  - 1.9.2. Discharge;
  - 1.9.3. Assessments;
  - 1.9.4. Care plans;
  - 1.9.5. All interactions between CTI program and the individual;
  - 1.9.6. Hospitalizations; and
  - 1.9.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall participate in continuous quality improvement exercises to ensure the accuracy, completeness, and timely submission of CTI data to the Department.
- 1.11. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.12. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.13. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.13.1. New Hampshire Hospital and all of the DRFs, statewide.
  - 1.13.2. Community Mental Health Centers, statewide.
  - 1.13.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.13.4. Landlords.
  - 1.13.5. Local Businesses.
  - 1.13.6. Community Action Program agencies.
  - 1.13.7. Peer Support Agencies.
  - 1.13.8. Educational Institutions.
  - 1.13.9. Public Assistance Agencies.
  - 1.13.10. Local Welfare Offices.
  - 1.13.11. Public Health Departments.
  - 1.13.12. Transportation providers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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- 1.13.13. Churches.
- 1.13.14. Refugee associations.
- 1.13.15. Health clubs.
- 1.13.16. Other social support organizations.
- 1.14. The Contractor shall take all necessary action to support the individual with connecting to the community support providers identified in the discharge plan.
- 1.15. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.15.1. Emergency Department visits.
  - 1.15.2. Inpatient services to resolve crisis as they arise.
  - 1.15.3. Supplementary crisis programs, as needed and determined by the Contractor.
  - 1.15.4. Rapid Response.
- 1.16. If an individual experiences a re-admittance, and is no longer able to participate in CTI, the Contractor shall ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

**2. Pre-CTI Services**

- 2.1. The Contractor shall provide Pre-CTI supports and services for the period after an individual is referred, and before that individual is discharged from an inpatient behavioral health setting. The Contractor shall ensure:
  - 2.1.1. Individuals meet the current referral criteria as approved by the Department.
- 2.2. During the Pre-CTI phase, the Contractor shall obtain consent from the individual to participate in the CTI program.
- 2.3. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 2.3.1. Schedule an appointment with the individual within one (1) business day of receiving a referral for services; and
  - 2.3.2. Meet with the individual as often as needed to:
    - 2.3.2.1. Assess their needs; and
    - 2.3.2.2. Develop a CTI Phase Plan that supports a successful discharge.
- 2.4. The Contractor shall conduct an assessment of the individual's needs using

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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tools pre-approved by the Department, to:

- 2.4.1. Review the individual's treatment history;
- 2.4.2. Identify existing community supports; and
- 2.4.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
  - 2.4.3.1. Income.
  - 2.4.3.2. Access to health care, including:
    - 2.4.3.2.1. Health care services;
    - 2.4.3.2.2. Mental health services;
    - 2.4.3.2.3. Substance Use Disorder and Recovery Support Services; and
    - 2.4.3.2.4. Insurance coverage.
  - 2.4.3.3. Diet and exercise.
  - 2.4.3.4. Education.
  - 2.4.3.5. Employment.
  - 2.4.3.6. Family and social supports.
  - 2.4.3.7. Housing arrangements.
- 2.5. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:
  - 2.5.1. Documenting the individual's recovery and transition goals;
  - 2.5.2. Identifying supports and services to assist the individual with transition back into the community;
  - 2.5.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
    - 2.5.3.1. Housing supports.
    - 2.5.3.2. Mental health services.
    - 2.5.3.3. Primary care health services.
    - 2.5.3.4. Transportation supports.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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- 2.5.3.5. Child care supports.
- 2.5.3.6. Educational programs and supports.
- 2.5.3.7. Employment supports.
- 2.5.3.8. Family, friends, and peers.
- 2.5.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 2.5.5. Identifying barriers to success; and
- 2.5.6. Providing assistance with barrier resolution.

**3. Phase One (1) CTI Services**

- 3.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 3.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 3.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 3.2.1.1. Health care appointments.
    - 3.2.1.2. Mental health appointments.
    - 3.2.1.3. Recovery and substance use treatment sessions.
    - 3.2.1.4. Dental appointments.
    - 3.2.1.5. Other appointments relative to life skills.
  - 3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 3.2.4. Attending meetings or appointments as requested by the individual.
- 3.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 3.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**4. Phase Two (2) CTI Services**

- 4.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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- 4.2. The Contractor shall reassess the individual's needs and update the Phase Plan.
- 4.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 4.3.2. Assisting with self-advocacy.
- 4.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 4.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 4.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 4.7.1. Faith and/or spiritual programs.
  - 4.7.2. Physical fitness programs.
  - 4.7.3. Social clubs.
  - 4.7.4. Creative art programming.
  - 4.7.5. Education.
  - 4.7.6. Employment.
- 4.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**5. Phase Three (3) CTI Services**

- 5.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 5.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 5.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 5.3.1. Developing a long-term plan to:
    - 5.3.1.1. Manage their support network independently; and

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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- 5.3.1.2. Achieve recovery goals that remain outstanding.
- 5.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 5.5. The Contractor shall facilitate a final meeting with the individual to:
  - 5.5.1. Acknowledge achievements over the past 9 months; and
  - 5.5.2. Ensure the individual can function independently with their support network.
- 5.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
  - 5.6.1. The individual's recovery and transition goals;
  - 5.6.2. The steps the individual made that indicate their ability to manage their support network independently;
  - 5.6.3. The individual's experience in CTI;
  - 5.6.4. Initial Risk Assessment;
  - 5.6.5. Barriers to the Intervention; and
  - 5.6.6. A summary of the CTI Intervention.

**6. CTI Program Inactive, Reactivated and Closed Statuses**

- 6.1. The Contractor shall maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:
  - 6.1.1. Inactive Status
    - 6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement [defined as at least two (2) attempts by phone or in-person per week] for three (3) weeks occurs, the individual shall be considered inactive.
    - 6.1.1.2. The CTI Coach shall notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.
    - 6.1.1.3. The CTI Supervisor shall:
      - 6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;
      - 6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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case at the completion of nine (9) months [defined as from the day of initial discharge]; and

6.1.1.3.3. Note the individual did not complete the program in the EHR.

**6.1.2. Reactivated Status**

6.1.2.1. An individual shall be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

6.1.2.2. Once the individual is reactivated, the CTI Supervisor shall reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

6.1.2.3. The reactivated individual shall continue the CTI program according to the initial 9-month timeline based on their date of discharge.

6.1.2.4. The CTI Coach shall update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

6.1.2.5. The individual shall be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

**6.1.3. Closed Status**

6.1.3.1. An individual shall be considered closed if the individual:

6.1.3.1.1. Moved out of state, or the catchment area;

6.1.3.1.2. Passed away;

6.1.3.1.3. Declines participation in CTI following initial engagement;

6.1.3.1.4. Is hospitalized for an extended period of time as determined by the Contractor;

6.1.3.1.5. Transferred to an Assertive Community Treatment (ACT) Team;

6.1.3.1.6. Is incarcerated; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

6.1.3.1.7. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's client closing policy.

6.1.3.2. The CTI Coach shall update the EHR to indicate the closed status.

6.1.3.3. The CTI Supervisor shall remove the individual from the CTI Coach's caseload.

6.1.3.4. If the individual becomes eligible for CTI again, the Contractor shall ensure they are allowed to receive the service.

## **7. CTI Supervisory Scope of Work**

7.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

7.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:

7.2.1. Weekly documentation on required forms that include the:

7.2.1.1. Weighted caseload tracker;

7.2.1.2. Phase date form; and

7.2.1.3. CTI Team Supervision form; and

7.2.2. CTI worker's fidelity efforts; and

7.2.3. CTI worker's barriers to securing community services and supports for CTI participants.

7.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

## **8. Flexible Needs**

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

8.1.1. Groceries.

8.1.2. Transportation.

8.1.3. Childcare.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 8.1.4. Short-term housing costs, such as security deposits or utility bills.
- 8.1.5. Clothing appropriate for cold weather, job interviews, or work.
- 8.1.6. Other uses pre-approved in writing by the Department.

**9. Staffing**

- 9.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 9.1.1. Four (4) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 9.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 9.2. 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.
- 9.3. The Contractor shall ensure all CTI staff:
  - 9.3.1. Complete the CTI model training; and
  - 9.3.2. Attend regular Community of Practice (CoP) meetings.
- 9.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 9.4.1. A two (2) day CTI worker training;
  - 9.4.2. A one (1) day CTI supervisor training;
  - 9.4.3. A two (2) day Train-the-Trainer training;
  - 9.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 9.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 9.4.5.1. Motivational Interviewing.
    - 9.4.5.2. Harm reduction.
    - 9.4.5.3. Trauma Informed Care.
    - 9.4.5.4. Setting boundaries.

**10. Exhibits Incorporated**

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

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

has been executed by the parties.

- 10.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 10.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**11. Reporting Requirements**

- 11.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 11.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
  - 11.2.1. Implementation milestones that include but are not limited to:
    - 11.2.1.1. Hiring, onboarding, and training of staff.
    - 11.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRFs.
    - 11.2.1.3. Open enrollment.
    - 11.2.1.4. Community engagement activities for individual resource development.
    - 11.2.1.5. Training of CMHC clinical staff on the CTI Program.
    - 11.2.1.6. The development of an internal process for communication and coordination between agency services.
    - 11.2.1.7. CTI program improvement efforts.
    - 11.2.1.8. CTI implementation fidelity self-Assessment outcomes.
    - 11.2.1.9. Barriers, challenges, and highlights.
- 11.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15<sup>th</sup>) day of the following month.
- 11.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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**12. Operationalization Measures**

- 12.1. The Department will monitor the contracted services by:
- 12.1.1. Meeting with the Contractor to determine whether:
    - 12.1.1.1. Implementation milestones have been met;
    - 12.1.1.2. Staffing requirements have been met; and
    - 12.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 12.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;
  - 12.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
  - 12.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 12.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
- 12.2.1. Barriers to progress, as identified by the Department.
  - 12.2.2. Action taken to date to address barriers.
  - 12.2.3. Future action to address barriers, with timeframes.
  - 12.2.4. Action taken to date to make progress.
  - 12.2.5. Future action to make progress, with timeframes.
- 12.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 12.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
- 12.4.1. Operational workflows;
  - 12.4.2. CTI policies and procedures;
  - 12.4.3. Encounter notes on required forms; and
  - 12.4.4. Phoenix data entry.
- 12.5. The Contractor may be required to provide other key data and metrics to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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Department, including client-level demographic, performance, and service data.

- 12.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 12.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 12.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**13. Additional Terms**

- 13.1. Impacts Resulting from Court Orders or Legislative Changes
  - 13.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 13.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
  - 13.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 13.3. Credits and Copyright Ownership
  - 13.3.1. All documents, notices, press releases, research reports and other materials, prepared during or resulting from the performance of the services of the Agreement, that are publicly distributed, shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 13.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 13.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 13.3.3.1. Brochures.
  - 13.3.3.2. Resource directories.
  - 13.3.3.3. Protocols or guidelines.
  - 13.3.3.4. Posters.
  - 13.3.3.5. Reports.
- 13.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 13.4. Operation of Facilities: Compliance with Laws and Regulations
  - 13.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**14. Records**

- 14.1. The Contractor shall keep records that include, but are not limited to:
  - 14.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 14.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

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

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

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 72.29% General funds.
  - 1.2. 21.32%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, Assistance Listing Number 93.958, FAIN B09SM083987.
  - 1.3. 6.39% Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021; by the Centers for Disease Control and Prevention, Assistance Listing Number 93.354, FAIN NU90TP922144.
  
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective July 1, 2023, except for a) Contingency Funds described in Subsection 2.5 and b) Incentive Payments described in Subsection 2.6; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.3.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.3.1.1, Rate Table, which are rates set for the term of the contract.

**2.3.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI (Phases 1-3)	\$370.91	Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	Paid once per individual, per month, not to exceed nine (9) consecutive months.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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- 2.3.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #2, Scope of Services, which include:
- 2.3.2.1. CTI worker salaries and benefits;
  - 2.3.2.2. CTI supervisor salaries and benefits; and
  - 2.3.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.3.3. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.3.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-3, Budget, Amendment #2 through Exhibit C-4, Budget, Amendment #2 over the term of the Agreement.
- 2.3.4. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1., and the actual amounts of expenses incurred.
  - 2.3.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.3.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.
- 2.3.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table<sup>s</sup> in

PC

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

---

Subparagraph 2.3.1.1 have been met for each individual identified on the invoice.

- 2.3.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.3.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.4. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-3, Budget, Amendment #2 through Exhibit C-4, Budget, Amendment #2. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.4.1. Used to directly support the needs of the client when no other funds are available;
  - 2.4.2. Used for one-time expenses tangible in nature;
  - 2.4.3. Not disbursed as gift cards or gift certificates;
  - 2.4.4. Directly allocable to the work performed under this Agreement;
  - 2.4.5. Appropriate in amount and nature, as determined by the Department; and
  - 2.4.6. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.5. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$50,000 for SFY 2024 and \$50,000 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:
- 2.5.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and
  - 2.5.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-3, Budget, Amendment #2 through Exhibit C-4, Budget, Amendment #2, and meet criteria as outlined by the Department at the time of application.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

2.6. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 1 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$221,525 for SFY 2024 and \$204,103 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

2.6.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

2.6.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2025. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

2.6.3. **Table 1**

#	Incentive Payment Goal	Total Incentive Payments
1	For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments.	\$350 per individual
2	For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments.	\$500 per individual

2.6.4. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

2.6.5. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2024 through 2025; and/or seven (7) months of active participation and two (2) months of inactive participation.

2.6.6. The incentive target shall be available on:

2.6.6.1. A quarterly basis per SFY 2024 and SFY 2025, until the statewide total price limitation is reached each SFY; and based on:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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2.6.6.1.1. Data submitted by the Contractor via the Phoenix reporting system.

2.6.7. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

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

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

---

to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 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.

10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.

**11. Audits**

11.1. The Contractor must email an annual audit to: [Denise.J.Daigneault@dhhs.nh.gov](mailto:Denise.J.Daigneault@dhhs.nh.gov) if any of the following conditions exist:

11.1.1. 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.

11.1.2. 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.

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

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

11.3. 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.

11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

---

financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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

Exhibit C-3 Budget, Amendment 2

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

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

Budget Request for: Operationalization of the Critical Time Intervention Pilot Program

Budget Period: 7/1/2023 to 6/30/2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$	-	\$	-	\$	-	\$	-	\$	-
2. Employee Benefits	\$	-	\$	-	\$	-	\$	-	\$	-
3. Consultants	\$	-	\$	-	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies:	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	-	\$	-	\$	-	\$	-	\$	-
6. Travel	\$	-	\$	-	\$	-	\$	-	\$	-
7. Occupancy	\$	-	\$	-	\$	-	\$	-	\$	-
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-
Telephone	\$	-	\$	-	\$	-	\$	-	\$	-
Postage	\$	-	\$	-	\$	-	\$	-	\$	-
Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-
9. Software - System Upgrade Funds	\$	-	\$	-	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	-	\$	-	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	-	\$	-	\$	-	\$	-	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-	\$	-	\$	-
Flex Funds (pre approval needed)	\$	8,000.00	\$	8,000.00	\$	-	\$	8,000.00	\$	8,000.00
Incentive Payments (pre approval needed)	\$	-	\$	-	\$	-	\$	-	\$	-
Per Diem Expenses	\$	369,811.00	\$	369,811.00	\$	-	\$	369,811.00	\$	369,811.00
Contingency Exp. (pre approval needed)	\$	-	\$	-	\$	-	\$	-	\$	-
<b>TOTAL</b>	\$	<b>377,811.00</b>	\$	<b>377,811.00</b>	\$	<b>-</b>	\$	<b>377,811.00</b>	\$	<b>377,811.00</b>

Indirect As A Percent of Direct 0.0%

Exhibit C-4 Budget, Amendment 2

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

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

Budget Request for: Operationalization of the Critical Time Intervention Pilot Program

Budget Period: 7/1/2024 to 6/30/2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$		\$	\$		\$	\$		\$
2. Employee Benefits	\$		\$	\$		\$	\$		\$
3. Consultants	\$		\$	\$		\$	\$		\$
4. Equipment:	\$		\$	\$		\$	\$		\$
Rental	\$		\$	\$		\$	\$		\$
Repair and Maintenance	\$		\$	\$		\$	\$		\$
Purchase/Depreciation	\$		\$	\$		\$	\$		\$
5. Supplies:	\$		\$	\$		\$	\$		\$
Educational	\$		\$	\$		\$	\$		\$
Lab	\$		\$	\$		\$	\$		\$
Pharmacy	\$		\$	\$		\$	\$		\$
Medical	\$		\$	\$		\$	\$		\$
Office	\$		\$	\$		\$	\$		\$
6. Travel	\$		\$	\$		\$	\$		\$
7. Occupancy	\$		\$	\$		\$	\$		\$
8. Current Expenses	\$		\$	\$		\$	\$		\$
Telephone	\$		\$	\$		\$	\$		\$
Postage	\$		\$	\$		\$	\$		\$
Subscriptions	\$		\$	\$		\$	\$		\$
Audit and Legal	\$		\$	\$		\$	\$		\$
Insurance	\$		\$	\$		\$	\$		\$
Board Expenses	\$		\$	\$		\$	\$		\$
9. Software - System Upgrade Funds	\$		\$	\$		\$	\$		\$
10. Marketing/Communications	\$		\$	\$		\$	\$		\$
11. Staff Education and Training	\$		\$	\$		\$	\$		\$
12. Subcontracts/Agreements	\$		\$	\$		\$	\$		\$
13. Other (specific details mandatory):	\$		\$	\$		\$	\$		\$
Flex Funds (pre approval needed)	\$	8,000.00	\$	\$		\$	\$	8,000.00	\$
Incentive Payments (pre approval needed)	\$		\$	\$		\$	\$		\$
Per Diem Expenses	\$	369,811.00	\$	\$		\$	\$	369,811.00	\$
Contingency Exp. (pre approval needed)	\$		\$	\$		\$	\$		\$
<b>TOTAL</b>	\$	<b>377,811.00</b>	\$	\$		\$	\$	<b>377,811.00</b>	\$

Indirect As A Percent of Direct

0.0%

# 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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

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 Michaud  
Signature of Elected Officer  
Name: Elaine Michaud  
Title: Chairperson of the Board of Directors





The Mental Health Center  
of Greater Manchester

## **MISSION**

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

## **VISION**

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

## **GUIDING VALUES AND PRINCIPLES**

**We** treat everyone with respect, compassion and dignity.

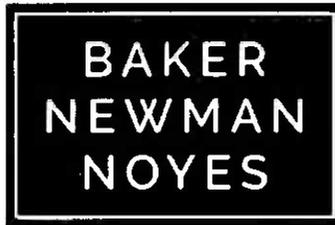
**We** offer hope and recovery through individualized, quality behavioral health services.

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

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

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

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



# **Manchester Mental Health Foundation, Inc. and Affiliates**

**Audited Consolidated Financial Statements  
and Supplementary Information**

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

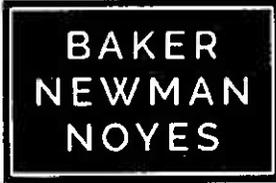
**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION**

Years Ended June 30, 2022 and 2021

**TABLE OF CONTENTS**

Independent Auditors' Report	1
<b>Audited Consolidated Financial Statements:</b>	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities and Changes in Net Assets	5
Consolidated Statement of Functional Expenses (Year Ended June 30, 2022)	7
Consolidated Statement of Functional Expenses (Year Ended June 30, 2021)	9
Consolidated Statements of Cash Flows	11
Notes to Consolidated Financial Statements	12
<b>Supplementary Information:</b>	
<u>2022</u>	
Consolidating Statement of Financial Position	31
Consolidating Statement of Activities and Changes in Net Assets	33
Analysis of BBH Revenues, Receipts and Receivables	35
Statement of Functional Public Support and Revenues	36
<u>2021</u>	
Consolidating Statement of Financial Position	38
Consolidating Statement of Activities and Changes in Net Assets	40
Analysis of BBH Revenues, Receipts and Receivables	42
Statement of Functional Public Support and Revenues	43



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

## INDEPENDENT AUDITORS' REPORT

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

### Opinion

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

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

### Basis for Opinion

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

### Responsibilities of Management for the Financial Statements

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

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

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

### **Auditors' Responsibilities for the Audit of the Financial Statements**

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

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

*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

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

LIABILITIES AND NET ASSETS

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

See accompanying notes.

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

Years Ended June 30, 2022 and 2021

	<u>Year Ended June 30, 2022</u>			<u>Year Ended June 30, 2021</u>		
	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
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	<u>6,066,534</u>	<u>-</u>	<u>6,066,534</u>	<u>7,502,251</u>	<u>-</u>	<u>7,502,251</u>
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	<u>4,363,313</u>	<u>-</u>	<u>4,363,313</u>	<u>2,446,068</u>	<u>-</u>	<u>2,446,068</u>
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	<u>253,531</u>	<u>-</u>	<u>253,531</u>	<u>373,498</u>	<u>-</u>	<u>373,498</u>
Total operating expenses	<u>46,058,761</u>	<u>-</u>	<u>46,058,761</u>	<u>41,178,476</u>	<u>-</u>	<u>41,178,476</u>
Income from operations	948,883	-	948,883	2,005,997	-	2,005,997

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

See accompanying notes.

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2022

	Mental Health									
	Total Agency	Admin- istration	Total Center Programs	Child/ Adolescents	Emer- gency Services	Voca- tional Services	Non- Eligibles	Multi Service Team	ACT Team	Crisis Unit
<b>Personnel costs:</b>										
Salary and wages	\$29,632,593	\$ 2,957,479	\$26,639,119	\$4,617,002	\$1,105,984	\$ 452,227	\$1,230,946	\$ 7,392,286	\$3,045,411	\$4,794,378
Employee benefits	6,997,001	822,261	6,166,881	1,062,906	237,408	106,865	205,470	1,749,177	731,629	1,165,207
Payroll taxes	2,177,129	214,861	1,959,515	342,799	78,381	34,267	92,591	533,142	220,301	358,831
	<u>38,806,723</u>	<u>3,994,601</u>	<u>34,765,515</u>	<u>6,022,707</u>	<u>1,421,773</u>	<u>593,359</u>	<u>1,529,007</u>	<u>9,674,605</u>	<u>3,997,341</u>	<u>6,318,416</u>
<b>Professional fees:</b>										
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
<b>Staff development and training:</b>										
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
<b>Occupancy costs:</b>										
Rent	6,169	6,169	—	—	—	—	—	—	—	—
Heating costs	14,466	—	9,663	—	—	—	—	—	—	—
Other utilities	366,363	8,392	206,231	46	—	7,148	27	36,781	26,850	88,797
Maintenance and repairs	877,434	23,167	500,118	9,516	75	17,339	5,325	95,409	36,220	230,631
Other occupancy costs	225,386	1,444	43,861	637	—	2,601	375	13,633	5,290	13,140
Rent subsidies	390,003	—	390,003	—	—	—	—	—	—	—
<b>Consumable supplies:</b>										
Office	208,659	61,038	147,584	14,254	338	6,453	6,383	45,993	17,388	30,874
Building/household	52,018	1,082	44,244	13	107	130	5	682	272	41,522
Educational/training	498,602	3,563	495,039	20,620	(3,792)	(377)	10,925	243,820	20,332	157,760
Food	107,631	132	79,149	135	—	—	—	49	4	71,762
Medical	268,439	1,726	266,713	1,323	2,343	188	802	37,684	1,086	75,803
Other consumable supplies	1,117,459	241,584	875,875	149,196	—	22,473	54,522	232,616	113,096	179,650
Depreciation - equipment	322,520	33,742	288,778	47,897	712	9,224	17,227	78,901	37,161	74,184
Depreciation - building	519,083	12,083	224,510	5,806	37	11,504	3,339	63,514	23,253	82,243
Equipment maintenance	37,506	3,166	34,340	4,191	—	828	3,433	7,821	2,988	11,897
Advertising	139,904	16,600	123,304	19,613	—	2,544	8,764	30,914	15,530	25,135
Printing	23,588	9,350	14,238	3,705	—	170	1,524	2,136	539	2,470
Telephone/communication	522,638	39,764	482,874	64,318	3,526	28,911	35,392	159,158	79,564	80,555
Postage and shipping	49,799	29,181	20,618	2,875	—	385	1,094	4,596	2,313	7,850
<b>Transportation:</b>										
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
<b>Insurance:—</b>										
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
<b>Total expenditures</b>	<u>46,386,916</u>	<u>4,692,236</u>	<u>40,313,132</u>	<u>6,512,097</u>	<u>1,439,373</u>	<u>737,464</u>	<u>1,714,899</u>	<u>10,970,593</u>	<u>4,547,560</u>	<u>7,767,079</u>
<b>Administration allocation</b>	<u>—</u>	<u>(4,705,061)</u>	<u>4,705,061</u>	<u>766,573</u>	<u>164,131</u>	<u>85,673</u>	<u>207,932</u>	<u>1,316,721</u>	<u>530,297</u>	<u>918,097</u>
<b>Total expenses</b>	<u>\$46,386,916</u>	<u>\$ (12,825)</u>	<u>\$45,018,193</u>	<u>\$7,278,670</u>	<u>\$1,603,504</u>	<u>\$ 823,137</u>	<u>\$1,922,831</u>	<u>\$12,287,314</u>	<u>\$5,077,857</u>	<u>\$8,685,176</u>

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

See accompanying notes.

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2021

	Total Agency	Admin- istration	Total Center Programs	Child/ Adolescents	Emer- gency Services	Voca- tional Services	Non- Eligibles	Multi Service Team	ACT Team	Mental Health Crisis Unit
<b>Personnel costs:</b>										
Salary and wages	\$26,341,843	\$ 2,262,815	\$24,043,033	\$4,068,523	\$1,975,312	\$ 397,322	\$1,216,067	\$ 6,866,994	\$2,915,396	\$3,987,676
Employee benefits	6,547,426	730,361	5,809,206	1,043,623	471,359	102,241	217,253	1,660,254	749,446	947,223
Payroll taxes	1,947,192	160,804	1,783,634	300,819	148,110	31,131	91,774	495,283	216,111	314,815
	<u>34,836,461</u>	<u>3,153,980</u>	<u>31,635,873</u>	<u>5,412,965</u>	<u>2,594,781</u>	<u>530,694</u>	<u>1,525,094</u>	<u>9,022,531</u>	<u>3,880,953</u>	<u>5,249,714</u>
<b>Professional fees:</b>										
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
<b>Staff development and training:</b>										
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
<b>Occupancy costs:</b>										
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	-	-	-	-	-	-	-
<b>Consumable supplies:</b>										
Office	200,932	66,201	134,731	14,624	10,847	4,052	11,061	40,276	13,161	19,891
Building/household	78,966	2,210	66,432	1,104	4,494	882	420	5,544	2,382	45,402
Educational/training	623,514	7,656	615,858	21,224	7,963	218	13,841	223,392	39,398	143,588
Food	103,604	98	77,937	2	-	-	-	-	9	73,286
Medical	73,854	1,713	72,141	1,524	653	148	223	9,161	1,586	57,355
Other consumable supplies	876,189	139,331	736,858	130,119	58,148	16,961	49,006	204,446	102,532	104,977
Depreciation - equipment	238,996	21,818	217,178	36,385	16,448	7,700	12,634	59,203	27,647	39,151
Depreciation - building	518,845	12,295	222,855	5,806	10,574	11,516	3,339	63,570	23,275	73,429
Equipment maintenance	19,696	1,616	18,080	3,840	1,013	362	2,250	4,762	2,024	1,914
Advertising	85,407	7,303	78,104	12,604	5,537	1,635	5,759	19,822	9,959	11,089
Printing	14,111	826	13,285	1,654	1,078	63	1,136	1,350	348	1,402
Telephone/communication	479,655	31,983	447,672	57,179	26,779	30,003	29,696	159,863	72,194	47,645
Postage and shipping	54,814	23,529	31,285	4,269	3,580	558	1,624	6,758	3,406	8,420
<b>Transportation:</b>										
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
<b>Insurance:-</b>										
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
<b>Total expenditures</b>	<u>41,535,725</u>	<u>3,626,837</u>	<u>36,463,597</u>	<u>5,841,946</u>	<u>2,888,782</u>	<u>687,992</u>	<u>1,724,134</u>	<u>10,200,105</u>	<u>4,397,808</u>	<u>6,311,507</u>
<b>Administration allocation</b>	<u>-</u>	<u>(3,626,837)</u>	<u>3,626,837</u>	<u>595,154</u>	<u>311,715</u>	<u>76,445</u>	<u>190,330</u>	<u>1,051,730</u>	<u>465,334</u>	<u>668,470</u>
<b>Total expenses</b>	<u>\$41,535,725</u>	<u>\$ -</u>	<u>\$40,090,434</u>	<u>\$6,437,100</u>	<u>\$3,200,497</u>	<u>\$ 764,437</u>	<u>\$1,914,464</u>	<u>\$11,251,835</u>	<u>\$4,863,142</u>	<u>\$6,979,977</u>

	Center					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	-	-
	<u>377,317</u>	<u>819,402</u>	<u>57,387</u>	<u>2,009,689</u>	<u>155,346</u>	-	-	<u>29,453</u>	<u>17,155</u>	-
Professional fees:										
Client evaluation/services	-	-	89	(24,264)	-	-	-	-	-	-
Audit fees	993	3,059	358	2,415	-	-	-	-	-	-
Legal fees	158	486	69	384	-	-	-	-	-	-
Other professional fees/consultants	611	1,893	265	409	-	26,219	13,631	-	-	-
Staff development and training:										
Journals and publications	86	837	706	4,163	-	-	-	-	-	-
Conferences/conventions	387	2,520	35	3,809	-	-	-	-	-	-
Other staff development	6,853	6,474	51	9,037	-	-	-	-	-	-
Occupancy costs:										
Rent	-	-	-	-	-	-	-	-	-	-
Heating costs	-	8,073	-	-	-	-	-	-	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	<u>407,877</u>	<u>1,070,881</u>	<u>77,046</u>	<u>2,370,389</u>	<u>485,130</u>	<u>916,601</u>	<u>306,716</u>	<u>29,453</u>	<u>141,988</u>	<u>50,533</u>
Administration allocation	<u>48,440</u>	<u>108,569</u>	<u>7,959</u>	<u>86,987</u>	<u>15,704</u>	-	-	-	-	-
Total program expenses	<u>\$ 456,317</u>	<u>\$1,179,450</u>	<u>\$ 85,005</u>	<u>\$2,457,376</u>	<u>\$ 500,834</u>	<u>\$ 916,601</u>	<u>\$ 306,716</u>	<u>\$ 29,453</u>	<u>\$ 141,988</u>	<u>\$ 50,533</u>

See accompanying notes.

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended June 30, 2022 and 2021

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

See accompanying notes.

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

#### 1. Summary of Significant Accounting Policies

##### Nature of Operations

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

In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the Foundation) became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center. The Foundation had two additional affiliates, MMH Realty Corporation (Realty) and Manchester Mental Health Ventures Corporation (Ventures), both of which were formally dissolved during the year ended June 30, 2021.

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

##### Basis of Presentation and Principles of Consolidation

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

##### Use of Estimates

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

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

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

Income Taxes

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

Cash, Cash Equivalents and Restricted Cash

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

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

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

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

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

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

Years Ended June 30, 2022 and 2021

**1. Summary of Significant Accounting Policies (Continued)****Patient Accounts Receivable**

Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. The estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than an allowance for doubtful accounts. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical writeoffs and expected net collections, business and economic conditions, and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections as a primary source of information in estimating the collectability of its accounts receivable. Management believes its regular updates to the implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.

**Other Accounts Receivable**

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

**Property and Equipment and Construction Commitments**

Property and equipment are carried at cost if purchased or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years. Maintenance and repairs are charged to expense as incurred. At June 30, 2022, the Organization has outstanding construction commitments totaling approximately \$3,226,495 to expand an existing facility. Construction of this facility commenced in June 2022 and is expected to be completed in May 2023. A construction loan has been entered into to finance this project. See note 9.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

1. Summary of Significant Accounting Policies (Continued)

Debt Issuance Costs

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

Vacation Pay and Fringe Benefits

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

Program Service Fees

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

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

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

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2022 and 2021

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

Rental Income

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

State and Federal Grant Revenue and Expenditures

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

Other Income

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

Performance Indicator

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

Net Assets With Donor Restrictions

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

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

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

**Assets Whose Use is Limited or Restricted**

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

**Investments and Investment Income**

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

**Investment Return Objectives, Risk Parameters and Strategies**

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

**Spending Policy for Appropriation of Assets for Expenditure**

The Board of Directors of the Foundation determines the method to be used to appropriate endowment funds for expenditure. As a guideline, approximately 5% of the total value of the three year quarterly average of available funds is intended to be distributed annually. The corresponding calculated spending allocations are distributed in an annual installment from the current net total or accumulated net total investment returns for individual endowment funds. In establishing this policy, the Board of Directors considered the expected long term rate of return on its endowment. No amounts were appropriated for expenditure during the year ended June 30, 2022.

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2022 and 2021

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

**Retirement Benefits**

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employee's contributions are matched by the Center up to 5% of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$754,330 and \$709,932 for the years ended June 30, 2022 and 2021, respectively.

**Extended Illness Leave Plan**

The Center sponsors an unfunded extended illness leave plan for employees. Employees with at least 10 years of service are eligible to receive a lump sum payout of up to 100% of any accrued unused extended illness leave, based upon years of service at retirement. The Center incurred extended illness leave expenses totaling \$64,478 and \$45,395 during the years ended June 30, 2022 and 2021, respectively. The Center expects to make employer contributions totaling \$112,000 for the fiscal year ending June 30, 2023. Liabilities recognized are based on a third party actuarial analysis.

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

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

**Postretirement Health Benefit Plan**

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

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The Center recognized a net postretirement health benefit totaling \$833 and \$3,434 during the years ended June 30, 2022 and 2021, respectively. The Center expects to make employer contributions totaling \$12,100 for the fiscal year ending June 30, 2023.

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

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

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

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

**Malpractice Loss Contingencies**

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

**Functional Expense Allocation**

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

**Recent Accounting Pronouncements**

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

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

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

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

**Risks and Uncertainties**

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 pandemic has significantly affected employees, patients, systems, communities and business operations, as well as the U.S. economy and certain business segments. In addition, COVID-19 could adversely affect the Organization's financial condition and results of operations if additional restrictions are put in place that limit the Organization's ability to provide in-person services. At the date of these consolidated financial statements, management is unable to quantify the potential effects of this pandemic on future operations.

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

During the fourth quarter of fiscal 2020, the Organization received \$428,451 from the \$50 billion general distribution fund from the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act) Provider Relief Fund. These distributions from the Provider Relief Fund are not subject to repayment, provided the Organization is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through June 30, 2020 and 2021, the Organization determined that it did not qualify to retain the funds and has recorded the full amount of the Provider Relief Funds received within accrued payroll, vacation and other accruals on the accompanying 2021 consolidated statements of financial position. The Organization repaid the funds in December 2021.

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2022 and 2021

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

During 2020 and 2021, the Organization successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period was effective for the period of July 1, 2019 through June 30, 2021, and is thereafter reinstated in the year ended June 30, 2022 with corresponding estimates by management of the ultimate settlements reflected in the June 30, 2022 consolidated financial statements.

**Subsequent Events**

Events occurring after the consolidated statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated subsequent events through November 8, 2022 which is the date the consolidated financial statements were available to be issued.

**2. Program Service Fees From Third-Party Payors**

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

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

Approximately 78% and 77% of program service fee revenue is from participation in the state and managed care organization sponsored Medicaid programs for the years ended June 30, 2022 and 2021, respectively. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

**3. Patient Accounts and Other Receivables**

Patient accounts receivable consists of the following at June 30:

	<u>2022</u>	<u>2021</u>
Due from clients	\$ 117,302	\$191,284
Managed Medicaid	172,440	226,030
Medicaid receivable	276,112	269,081
Medicare receivable	76,042	71,902
Other insurance	<u>546,026</u>	<u>90,716</u>
	<u>\$1,187,922</u>	<u>\$849,013</u>

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

**3. Patient Accounts and Other Receivables (Continued)**

Other accounts receivable consists of the following at June 30:

	<u>2022</u>	<u>2021</u>
State and federal grants receivable	\$ 1,044,868	\$ 903,799
Amounts due from third-party payors	264,062	393,170
Amounts due from other not-for-profit organizations	<u>298,454</u>	<u>327,825</u>
	<u>\$ 1,607,384</u>	<u>\$ 1,624,794</u>

**4. Investments and Assets Whose Use is Limited or Restricted***Investments*

Investments, stated at fair value, are comprised of the following at June 30:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 1,736,037	\$ 21,683
Certificate of deposit	258,632	258,513
Fixed income securities	764,002	777,653
Mutual funds	4,424,204	4,219,468
Marketable alternative investments measured at net asset values	<u>351,623</u>	<u>—</u>
	<u>\$ 7,534,498</u>	<u>\$ 5,277,317</u>

*Assets Whose Use is Limited or Restricted*

The composition of assets whose use is limited or restricted, stated at fair value, is as follows at June 30:

	<u>2022</u>	<u>2021</u>
Donor restricted:		
Cash and cash equivalents	\$ 115,565	\$ 2,118
Fixed income securities	50,858	75,959
Common stock and mutual funds	<u>301,042</u>	<u>412,144</u>
	<u>\$ 467,465</u>	<u>\$ 490,221</u>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

**4. Investments and Assets Whose Use is Limited or Restricted (Continued)**

Interest and dividend income, investment fees and net realized and unrealized gains and losses from assets whose use is limited and investments included in nonoperating revenues and expenses are comprised of the following at June 30:

	<u>2022</u>	<u>2021</u>
Interest and dividend income:		
Without donor restrictions	\$ 230,343	\$ 125,706
With donor restrictions	9,479	9,359
Investment fees:		
Without donor restrictions	(32,216)	(23,846)
With donor restrictions	(1,326)	(1,776)
Net realized gains:		
Without donor restrictions	62,118	238,539
With donor restrictions	2,556	17,759
Net unrealized gains (losses):		
Without donor restrictions	(1,043,700)	781,369
With donor restrictions	<u>(42,949)</u>	<u>58,171</u>
	<u>\$ (815,695)</u>	<u>\$ 1,205,281</u>

**5. Fair Value Measurements**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the Organization for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 - Observable inputs such as quoted prices in active markets;

Level 2 - Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

5. **Fair Value Measurements (Continued)**

Level 3 - Unobservable inputs in which there is little or no market data.

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at June 30, 2022 or 2021.

The following is a description of the valuation methodologies used:

*Certificate of Deposit and Fixed Income Securities*

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency, which are primarily classified as Level 1 within the fair value hierarchy.

*Mutual funds*

Mutual funds are valued based on the closing net asset value (NAV) of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

*Alternative Investments Measured at NAV*

The Organization invests in certain alternative investments that may include limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the Organization values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified at net asset value.

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

5. Fair Value Measurements (Continued)

Organization management is responsible for the fair value measurements of alternative investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the consolidated balance sheet dates are reasonable.

The following table presents by level, within the fair value hierarchy, the Foundation investments and assets limited as to use, as of June 30, 2022 and 2021. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

<u>Description</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2022</u>				
Cash and cash equivalents	\$1,766,104	\$ -	\$ -	\$1,766,104
Certificate of deposit	258,632	-	-	258,632
Fixed income:				
Corporate bonds	777,234	-	-	777,234
U.S. Government bonds	20,000	-	-	20,000
Mutual funds:				
Emerging markets equity	115,660	-	-	115,660
Global bond	102,547	-	-	102,547
Global equity – large cap	84,645	-	-	84,645
Intermediate/long-term high quality U.S.	152,739	-	-	152,739
Large cap foreign equity	427,190	-	-	427,190
Large cap U.S. blend equity	1,327,234	-	-	1,327,234
Large cap U.S. value equity	864,508	-	-	864,508
Market neutral	126,675	-	-	126,675
Sector	447,238	-	-	447,238
Short-term bond	284,909	-	-	284,909
Small cap U.S. value equity	268,971	-	-	268,971
Strategic income	252,994	-	-	252,994
Tactical	145,326	-	-	145,326
Ultrashort bond	<u>227,734</u>	<u>-</u>	<u>-</u>	<u>227,734</u>
	<u>\$7,650,340</u>	<u>\$ -</u>	<u>\$ -</u>	<u>7,650,340</u>
Marketable alternative investments measured at NAV				<u>351,623</u>
				<u>\$8,001,963</u>

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

5. Fair Value Measurements (Continued)

<u>Description</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2021</u>				
Cash and cash equivalents	\$ 23,801	\$ -	\$ -	\$ 23,801
Certificate of deposit	258,513	-	-	258,513
Fixed income:				
Corporate bonds	853,612	-	-	853,612
Mutual funds:				
Bank loans	107,836	-	-	107,836
Emerging markets bond	45,190	-	-	45,190
Emerging markets equity	220,707	-	-	220,707
Global bond	113,266	-	-	113,266
Intermediate/long-term high quality U.S.	119,332	-	-	119,332
Large cap foreign equity	733,604	-	-	733,604
Large cap U.S. blend equity	1,458,500	-	-	1,458,500
Large cap U.S. growth equity	265,710	-	-	265,710
Large cap U.S. value equity	301,451	-	-	301,451
Market neutral	79,489	-	-	79,489
Sector	455,658	-	-	455,658
Short-term bond	150,310	-	-	150,310
Small cap U.S. value equity	267,085	-	-	267,085
Strategic income	223,212	-	-	223,212
Tactical	<u>90,262</u>	<u>-</u>	<u>-</u>	<u>90,262</u>
	<u>\$5,767,538</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$5,767,538</u>

6. Property and Equipment

Property and equipment consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
Operating properties:		
Land	\$ 1,917,370	\$ 1,902,002
Buildings and improvements	14,526,184	14,237,690
Furniture and equipment	3,620,258	3,241,401
Construction in process	<u>308,090</u>	<u>-</u>
	<u>20,371,902</u>	<u>19,381,093</u>
Less accumulated depreciation	<u>(8,744,398)</u>	<u>(7,968,036)</u>
	<u>11,627,504</u>	<u>11,413,057</u>
Commercial rental properties:		
Land	233,658	249,026
Buildings and improvements	<u>3,028,816</u>	<u>3,228,030</u>
	<u>3,262,474</u>	<u>3,477,056</u>
Less accumulated depreciation	<u>(380,644)</u>	<u>(315,427)</u>
	<u>2,881,830</u>	<u>3,161,629</u>
	<u>\$14,509,334</u>	<u>\$14,574,686</u>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

**6. Property and Equipment (Continued)**

Depreciation expense for the year ended June 30, 2022 was \$841,603 of which \$756,920 is reflected in operations and \$84,683 is reflected in nonoperating activity related to rental properties. Depreciation expense for the year ended June 30, 2021 was \$757,841 of which \$667,589 is reflected in operations and \$90,252 is reflected in nonoperating activity related to rental properties.

**7. Deferred Revenue**

Deferred revenue consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
TUFTS Senior Grant	\$55,304	\$ 55,000
Miscellaneous deferred revenue	604	13,785
Pearl Manor Seniors Initiative Grant	-	12,722
People With Disabilities First Aid Grant	-	9,650
YEP grant funds	<u>26,165</u>	<u>-</u>
	<u>\$82,073</u>	<u>\$ 91,157</u>

**8. Line of Credit**

As of June 30, 2022 and 2021, the Center had available a line of credit with a bank providing for maximum borrowings of \$2,500,000. There were no borrowings outstanding at June 30, 2022 and 2021. The line is secured by all business assets of the Center and was not utilized as of June 30, 2022. These funds are available with interest charged at TD Bank, N.A. base rate (3.25% as of June 30, 2022). The line of credit is due on demand and is set to expire on April 30, 2024.

**9. Long-Term Debt**

On April 20, 2020, the Organization entered into a promissory note for an unsecured loan in the amount of \$4,390,000 through the Paycheck Protection Program (PPP) established by the CARES Act and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses of the qualifying organization. The loan and accrued interest had original terms that were forgivable as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels for an eight-week period or a 24-week covered period, as defined. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the covered period. Certain modifications to PPP loan terms were signed into law in June 2020 and October 2020 that changed the forgiveness, covered period, deferral period and forgiveness periods. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19 and the resulting detrimental impact on the Organization's operations. The loan bore interest at 1.0%, with principal and interest payments deferred until the date the SBA remits forgiveness to the lender or ten months following the end of the covered period. After that, the loan and interest would be paid back over a period of two years, if the loan is not forgiven under the terms of the PPP.

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

**9. Long-Term Debt (Continued)**

On August 2, 2021, the Organization received approval for full forgiveness from the SBA. Upon receiving full forgiveness during the year ended June 30, 2022, the Organization recorded a gain on extinguishment of long-term debt for the full \$4,390,000 and forgiven accrued interest of \$52,424 for a total amount recognized of \$4,442,424.

On May 25, 2022, the Organization entered into a promissory note with the New Hampshire Housing Finance Authority (NHHFA). NHHFA provides for construction advances and will provide up to \$1,500,000 interest free for the use of construction and renovations of 323 Manchester Street in the City of Manchester, New Hampshire. If the Organization remains compliant with the note's requirements, the note will be extinguished in full after a term of thirty years. As of June 30, 2022, \$17,253 of the loan has been drawn against incurred construction costs to date.

Long-term debt consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
Bond payable to a bank, due July 2027, with interest only payments at 3.06% through February 2026. Fixed principal payments commence March 2026. Secured by specific real estate	\$5,760,000	\$ 5,760,000
Note payable to a bank, due March 2026, monthly principal payments of \$23,433, plus interest at a 4.4% interest rate per annum. Secured by specific real estate	937,289	1,170,293
Note payable to a bank, due July 2025, monthly principal and interest payments of \$1,221 at a 3.27% interest rate. Secured by specific real estate	42,959	55,960
Promissory note payable to NHHFA for construction and renovations, no monthly principal or interest payments	17,253	-
PPP loan	-	4,390,000
	<u>6,757,501</u>	<u>11,376,253</u>
Less current portion	(246,442)	(219,207)
Less unamortized debt issuance costs	<u>(53,176)</u>	<u>(63,637)</u>
	<u>\$6,457,883</u>	<u>\$11,093,409</u>

In connection with the line of credit, note payable and bond payable agreements, the Center is required to comply with certain restrictive financial covenants including, but not limited to, debt service coverage and days cash on hand ratios. At June 30, 2022, the Organization was in compliance with these restrictive covenants.

Aggregate principal payments on long-term debt due within the next five years and thereafter are as follows:

Year ending June 30:	
2023	\$ 246,442
2024	246,892
2025	247,362
2026	314,484
2027	292,857
Thereafter	<u>5,409,464</u>
	<u>\$6,757,501</u>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2022 and 2021

**9. Long-Term Debt (Continued)**

Interest expense for the years ending June 30, 2022 and 2021 was \$253,531 and \$373,498, respectively. In accordance with ASU 2015-03, the amortization of debt issuance costs of \$10,461 is reflected in interest expense at June 30, 2022 and 2021. The remaining balance of \$243,070 and \$363,037, respectively, is interest related to the above debt for the years ended June 30, 2022 and 2021, respectively.

**10. Lease Obligations**

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under noncancelable operating leases with terms of one year or more as of June 30, 2022 are as follows:

2023	\$40,187
2024	10,508
2025	<u>1,255</u>
	<u>\$51,950</u>

Rent expense incurred by the Center was \$93,751 and \$116,031 for the years ended June 30, 2022 and 2021, respectively.

**11. Leases in Financial Statements of Lessors**

In July 2017, the Center acquired an office building it previously partially leased located at 2 Wall Street in Manchester, New Hampshire. The Center leases the real estate it does not occupy to nonrelated third parties. Aggregate future minimum lease payments to be received from tenants under noncancelable operating leases with terms of one year or more as of June 30, 2022 are as follows:

2023	\$ 403,574
2024	313,872
2025	194,205
2026	141,626
2027	<u>41,010</u>
	<u>\$1,094,287</u>

Rental revenue related to these noncancelable operating leases was \$397,385 and \$402,911 for the years ended June 30, 2022 and 2021, respectively.

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2022 and 2021

**12. Concentrations of Credit Risk**

The Center grants credit without collateral to its clients, most who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors is as follows at June 30:

	<u>2022</u>	<u>2021</u>
Due from clients	38%	39%
Managed Medicaid	11	10
Medicaid receivable	12	10
Medicare receivable	4	4
Other insurance	<u>35</u>	<u>37</u>
	<u>100%</u>	<u>100%</u>

**13. Net Assets With Donor Restrictions**

Net assets with donor restrictions are available for the following purposes at June 30:

	<u>2022</u>	<u>2021</u>
Purpose restriction:		
Educational scholarships and program related activities	\$235,168	\$257,924
Perpetual in nature:		
Investments to be held in perpetuity, the income from which is restricted to support educational scholarships and program related activities	<u>232,297</u>	<u>232,297</u>
	<u>\$467,465</u>	<u>\$490,221</u>

**14. Liquidity and Availability**

Financial assets available for general expenditure within one year of the statement of financial position date, consist of the following at June 30, 2022:

Financial assets at year end:	
Cash and cash equivalents	\$10,840,998
Patient accounts receivable	1,187,922
Other accounts receivable	1,607,384
Investments	<u>7,534,498</u>
Financial assets available to meet general expenditures within one year	<u>\$21,170,802</u>

The Foundation receives contributions restricted by donors, and considers contributions restricted for programs which are ongoing, major and central to its annual operations to be available to meet cash needs for general expenditures.

## Supplementary Information

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2022

ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current assets:					
Cash and cash equivalents	\$10,743,578	\$ 46,235	\$ 44,849	\$ 6,336	\$10,840,998
Restricted cash	4,059	—	133,421	—	137,480
Patient accounts receivable	1,187,922	—	—	—	1,187,922
Other accounts receivable	1,606,473	(35)	946	—	1,607,384
Due from affiliate	194,390	—	—	(194,390)	—
Investments – short-term	258,632	—	—	—	258,632
Prepaid expenses	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	<u>\$28,673,333</u>	<u>\$7,779,531</u>	<u>\$324,342</u>	<u>\$(188,054)</u>	<u>\$36,589,152</u>

LIABILITIES AND NET ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
<b>Current liabilities:</b>					
Accounts payable	\$ 332,399	\$ -	\$ 2,097	\$ -	\$ 334,496
Accrued payroll, vacation and other accruals	3,252,015	710	2,586	-	3,255,311
Deferred revenue	82,073	-	-	-	82,073
Due to affiliate	-	188,054	-	(188,054)	-
Current portion of long-term debt	231,427	-	15,015	-	246,442
Amounts held for patients and other deposits	<u>19,344</u>	<u>-</u>	<u>2,227</u>	<u>-</u>	<u>21,571</u>
Total current liabilities	3,917,258	188,764	21,925	(188,054)	3,939,893
Extended illness leave, long term	446,234	-	-	-	446,234
Post-retirement benefit obligation	63,525	-	-	-	63,525
Long-term debt, less current maturities and unamortized debt issuance costs	<u>6,429,939</u>	<u>-</u>	<u>27,944</u>	<u>-</u>	<u>6,457,883</u>
Total liabilities	10,856,956	188,764	49,869	(188,054)	10,907,535
<b>Net assets:</b>					
Without donor restrictions	17,816,377	7,123,302	274,473	-	25,214,152
With donor restrictions	<u>-</u>	<u>467,465</u>	<u>-</u>	<u>-</u>	<u>467,465</u>
Total net assets	<u>17,816,377</u>	<u>7,590,767</u>	<u>274,473</u>	<u>-</u>	<u>25,681,617</u>
Total liabilities and net assets	<u>\$28,673,333</u>	<u>\$7,779,531</u>	<u>\$324,342</u>	<u>\$(188,054)</u>	<u>\$36,589,152</u>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**CONSOLIDATING STATEMENT OF ACTIVITIES  
AND CHANGES IN NET ASSETS**

Year Ended June 30, 2022

	<u>Center</u> Without Donor Restriction	<u>Foundation</u> Without Donor Restriction      With Donor Restriction		<u>Amoskeag</u> Without Donor Restriction	<u>Total</u>
<b>Revenues and other support:</b>					
Program service fees	\$30,930,838	\$ -	\$ -	\$ -	\$30,930,838
Fees and grants from government agencies	9,655,292	-	-	-	9,655,292
Program rental income	133,413	-	-	184,543	317,956
Interest income	37,024	-	-	-	37,024
Other income	<u>6,066,511</u>	<u>-</u>	<u>-</u>	<u>23</u>	<u>6,066,534</u>
<b>Total revenues and other support</b>	<b>46,823,078</b>	<b>-</b>	<b>-</b>	<b>184,566</b>	<b>47,007,644</b>
<b>Operating expenses:</b>					
<b>Program services:</b>					
Children and adolescents	6,508,139	-	-	-	6,508,139
Emergency services	1,439,486	-	-	-	1,439,486
Vocational services	736,943	-	-	-	736,943
Noneligibles	1,713,385	-	-	-	1,713,385
Multiservice team	10,964,311	-	-	-	10,964,311
ACT team	4,544,419	-	-	-	4,544,419
Crisis unit	7,761,365	-	-	-	7,761,365
Community residences and support living	1,727,509	-	-	-	1,727,509
HUD residences	-	-	-	160,369	160,369
Housing bridge program	531,045	-	-	-	531,045
Other	<u>4,363,313</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,363,313</u>
<b>Total program services</b>	<b>40,289,915</b>	<b>-</b>	<b>-</b>	<b>160,369</b>	<b>40,450,284</b>
<b>Support services:</b>					
Management and general	4,692,236	-	-	29,489	4,721,725
Operating property	633,221	-	-	-	633,221
Interest expense	<u>251,875</u>	<u>-</u>	<u>-</u>	<u>1,656</u>	<u>253,531</u>
<b>Total operating expenses</b>	<b>45,867,247</b>	<b>-</b>	<b>-</b>	<b>191,514</b>	<b>46,058,761</b>
<b>Income (loss) from operations</b>	<b>955,831</b>	<b>-</b>	<b>-</b>	<b>(6,948)</b>	<b>948,883</b>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**CONSOLIDATING STATEMENT OF ACTIVITIES  
AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2022

	<u>Center</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Foundation</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>With</u> <u>Donor</u> <u>Restriction</u>	<u>Amoskeag</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Total</u>
Income (loss) from operations	\$ 955,831	\$ -	\$ -	\$ (6,948)	\$ 948,883
Nonoperating revenue (expenses):					
PPP loan forgiveness	4,442,424	-	-	-	4,442,424
Commercial rental income	397,385	-	-	-	397,385
Rental property expense	(299,300)	-	-	-	(299,300)
Contributions	313,765	20,312	11,707	-	345,784
Net investment gain	-	(783,455)	(32,240)	-	(815,695)
Dues	-	(5,040)	-	-	(5,040)
Donations to charitable organizations	-	-	(2,223)	-	(2,223)
Miscellaneous expenses	-	(21,592)	-	-	(21,592)
Nonoperating revenue (expenses), net	<u>4,854,274</u>	<u>(789,775)</u>	<u>(22,756)</u>	<u>-</u>	<u>4,041,743</u>
Excess (deficiency) of revenues over expenses	5,810,105	(789,775)	(22,756)	(6,948)	4,990,626
Net transfer (to) from affiliate	<u>(2,030,000)</u>	<u>2,030,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in net assets	3,780,105	1,240,225	(22,756)	(6,948)	4,990,626
Net assets at beginning of year	<u>14,036,272</u>	<u>5,883,077</u>	<u>490,221</u>	<u>281,421</u>	<u>20,690,991</u>
Net assets at end of year	<u>\$17,816,377</u>	<u>\$7,123,302</u>	<u>\$467,465</u>	<u>\$274,473</u>	<u>\$25,681,617</u>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES**

For the Year Ended June 30, 2022

	<u>BBH Receivable Beginning of Year</u>	<u>BBH Revenues Per Audited Financial Statements</u>	<u>Receipts for Year</u>	<u>BBH Receivable End of Year</u>
Contract year, June 30, 2022	<u>\$566,631</u>	<u>\$3,351,215</u>	<u>\$(3,534,004)</u>	<u>\$383,842</u>

	<u>Amount</u>
Analysis of receipts:	
Date of receipt/deposit:	
July 23, 2021	\$ 58,209
July 26, 2021	139,634
August 23, 2021	88,604
August 30, 2021	140,269
September 27, 2021	139,908
October 6, 2021	102,644
October 27, 2021	159,717
December 1, 2021	102,644
December 9, 2021	414,178
January 6, 2022	103,268
January 26, 2022	885
January 31, 2022	169,077
February 9, 2022	102,644
February 28, 2022	885
March 3, 2022	20,651
March 10, 2022	102,644
March 15, 2022	18,696
March 16, 2022	17,010
March 23, 2022	568,813
March 28, 2022	123,354
April 22, 2022	337,760
April 22, 2022	117,137
May 4, 2022	17,022
May 11, 2022	102,644
May 26, 2022	25,377
June 3, 2022	243,520
June 21, 2022	100,005
June 22, 2022	<u>16,805</u>
	<u>\$3,534,004</u>

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2022

	Total Agency	Admini- stration	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	-	23,158	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

	<u>Center</u>							
	<u>ACT Team</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-BBH</u>	<u>Housing Bridge</u>	<u>Amoskeag</u>
<b>Program service fees:</b>								
Net client fees	\$ 76,882	\$ 42,974	\$ (703)	\$ (948)	\$ -	\$ 110,758	\$ -	\$ -
HMO's	15,449	396,169	-	-	-	8,715	-	-
Blue Cross/Blue Shield	42,706	610,940	-	-	-	(1,435)	-	-
Medicaid	2,860,965	2,713,620	661,979	466,321	1,382	48,760	-	-
Medicare	108,949	908	(4)	-	-	1,659	-	-
Other insurance	(56,720)	105,391	-	(667)	-	8,038	-	-
Other program fees	<u>(171)</u>	<u>4,182</u>	<u>-</u>	<u>49</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	3,048,060	3,874,184	661,272	464,755	1,382	176,495	-	-
<b>Local and county government:</b>								
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	-	-
<b>BBH:</b>								
Bureau of Behavioral Health	526,418	2,591,905	295	915	57,885	129,230	-	-
Other revenues	<u>966,756</u>	<u>680,902</u>	<u>35,865</u>	<u>270,113</u>	<u>-</u>	<u>5,136,559</u>	<u>337,604</u>	<u>23</u>
	<u>1,493,174</u>	<u>3,274,718</u>	<u>36,160</u>	<u>390,729</u>	<u>57,885</u>	<u>5,673,390</u>	<u>337,604</u>	<u>184,566</u>
<b>Total program revenues</b>	<b>\$ <u>4,541,234</u></b>	<b>\$ <u>7,148,902</u></b>	<b>\$ <u>697,432</u></b>	<b>\$ <u>855,484</u></b>	<b>\$ <u>59,267</u></b>	<b>\$ <u>5,849,885</u></b>	<b>\$ <u>337,604</u></b>	<b>\$ <u>184,566</u></b>

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2021

ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current assets:					
Cash and cash equivalents	\$14,075,596	\$ 43,916	\$ 79,062	\$ 11,209	\$14,209,783
Restricted cash	4,638	—	115,730	—	120,368
Patient accounts receivable	849,013	—	—	—	849,013
Other accounts receivable	1,623,780	(35)	1,049	—	1,624,794
Due from affiliate	—	821,102	—	(821,102)	—
Investments – short-term	258,513	—	—	—	258,513
Prepaid expenses	530,871	—	691	—	531,562
Total current assets	<u>17,342,411</u>	<u>864,983</u>	<u>196,532</u>	<u>(809,893)</u>	<u>17,594,033</u>
Investments – long-term	—	5,018,804	—	—	5,018,804
Assets whose use is limited or restricted	—	490,221	—	—	490,221
Property and equipment, net of accumulated depreciation	<u>14,426,926</u>	<u>—</u>	<u>147,760</u>	<u>—</u>	<u>14,574,686</u>
Total assets	<u>\$31,769,337</u>	<u>\$6,374,008</u>	<u>\$344,292</u>	<u>\$(809,893)</u>	<u>\$37,677,744</u>

LIABILITIES AND NET ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current liabilities:					
Accounts payable	\$ 303,975	\$ -	\$ 2,097	\$ -	\$ 306,072
Accrued payroll, vacation and other accruals	4,703,925	710	2,586	-	4,707,221
Deferred revenue	91,157	-	-	-	91,157
Due to affiliate	809,893	-	-	(809,893)	-
Current portion of long-term debt	204,192	-	15,015	-	219,207
Amounts held for patients and other deposits	<u>19,923</u>	<u>-</u>	<u>2,228</u>	<u>-</u>	<u>22,151</u>
Total current liabilities	6,133,065	710	21,926	(809,893)	5,345,808
Extended illness leave, long term	489,022	-	-	-	489,022
Post-retirement benefit obligation	58,514	-	-	-	58,514
Long-term debt, less current maturities and unamortized debt issuance costs	<u>11,052,464</u>	<u>-</u>	<u>40,945</u>	<u>-</u>	<u>11,093,409</u>
Total liabilities	17,733,065	710	62,871	(809,893)	16,986,753
Net assets:					
Without donor restrictions	14,036,272	5,883,077	281,421	-	20,200,770
With donor restrictions	<u>-</u>	<u>490,221</u>	<u>-</u>	<u>-</u>	<u>490,221</u>
Total net assets	<u>14,036,272</u>	<u>6,373,298</u>	<u>281,421</u>	<u>-</u>	<u>20,690,991</u>
Total liabilities and net assets	<u>\$31,769,337</u>	<u>\$6,374,008</u>	<u>\$344,292</u>	<u>\$(809,893)</u>	<u>\$37,677,744</u>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**CONSOLIDATING STATEMENT OF ACTIVITIES  
AND CHANGES IN NET ASSETS**

Year Ended June 30, 2021

	<u>Center</u> Without Donor Restriction	<u>Foundation</u> Without Donor Restriction      With Donor Restriction		<u>Amoskeag</u> Without Donor Restriction	<u>Total</u>
<b>Revenues and other support:</b>					
Program service fees	\$28,930,106	\$ -	\$ -	\$ -	\$28,930,106
Fees and grants from government agencies	6,388,792	-	-	-	6,388,792
Program rental income	136,340	-	-	201,656	337,996
Interest income	25,328	-	-	-	25,328
Other income	<u>7,502,187</u>	<u>-</u>	<u>-</u>	<u>64</u>	<u>7,502,251</u>
<b>Total revenues and other support</b>	<b>42,982,753</b>	<b>-</b>	<b>-</b>	<b>201,720</b>	<b>43,184,473</b>
<b>Operating expenses:</b>					
<b>Program services:</b>					
Children and adolescents	5,834,861	-	-	-	5,834,861
Emergency services	2,885,744	-	-	-	2,885,744
Vocational services	686,963	-	-	-	686,963
Noneligibles	1,721,439	-	-	-	1,721,439
Multiservice team	10,188,358	-	-	-	10,188,358
ACT team	4,391,943	-	-	-	4,391,943
Crisis unit	6,305,765	-	-	-	6,305,765
Community residences and support living	1,476,769	-	-	-	1,476,769
HUD residences	-	-	-	139,905	139,905
Housing bridge program	485,130	-	-	-	485,130
Other	<u>2,446,068</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,446,068</u>
<b>Total program services</b>	<b>36,423,040</b>	<b>-</b>	<b>-</b>	<b>139,905</b>	<b>36,562,945</b>
<b>Support services:</b>					
Management and general	3,622,645	-	-	29,453	3,652,098
<b>Operating property</b>	<b>589,935</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>589,935</b>
<b>Interest expense</b>	<b><u>371,415</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>2,083</u></b>	<b><u>373,498</u></b>
<b>Total operating expenses</b>	<b>41,007,035</b>	<b>-</b>	<b>-</b>	<b>171,441</b>	<b>41,178,476</b>
<b>Income from operations</b>	<b>1,975,718</b>	<b>-</b>	<b>-</b>	<b>30,279</b>	<b>2,005,997</b>

## 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	Total
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	
Income from operations	\$ 1,975,718	\$ -	\$ -	\$ 30,279	\$ 2,005,997
Nonoperating revenue (expenses):					
Rental income	402,911	-	-	-	402,911
Rental property expense	(306,716)	-	-	-	(306,716)
Contributions	290,684	2,359	7,070	-	300,113
Net investment gain (loss)	-	1,121,768	83,513	-	1,205,281
Dues	-	(5,040)	-	-	(5,040)
Donations to charitable organizations	-	-	(41,957)	-	(41,957)
Miscellaneous expenses	-	(3,536)	-	-	(3,536)
Nonoperating revenue, net	<u>386,879</u>	<u>1,115,551</u>	<u>48,626</u>	<u>-</u>	<u>1,551,056</u>
Excess of revenues over expenses	2,362,597	1,115,551	48,626	30,279	3,557,053
Net transfer (to) from affiliate	<u>(781,715)</u>	<u>781,715</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase in net assets	1,580,882	1,897,266	48,626	30,279	3,557,053
Net assets at beginning of year	<u>12,455,390</u>	<u>3,985,811</u>	<u>441,595</u>	<u>251,142</u>	<u>17,133,938</u>
Net assets at end of year	<u>\$14,036,272</u>	<u>\$5,883,077</u>	<u>\$490,221</u>	<u>\$281,421</u>	<u>\$20,690,991</u>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES**

For the Year Ended June 30, 2021

	<u>BBH Receivable Beginning of Year</u>	<u>BBH Revenues Per Audited Financial Statements</u>	<u>Receipts for Year</u>	<u>BBH Receivable End of Year</u>
Contract year, June 30, 2021	<u>\$763,954</u>	<u>\$2,718,925</u>	<u>\$(2,916,248)</u>	<u>\$566,631</u>

	<u>Amount</u>
Analysis of receipts:	
Date of receipt/deposit:	
July 13, 2020	\$ 141,892
September 2, 2020	251,671
October 5, 2020	391,777
November 2, 2020	112,104
December 24, 2020	278,768
December 28, 2020	885
January 21, 2021	416,958
January 22, 2021	139,384
March 18, 2021	141,154
March 19, 2021	310,159
April 1, 2021	139,384
April 6, 2021	164,635
April 27, 2021	139,884
April 30, 2021	20,208
June 23, 2021	<u>267,385</u>
	<u>\$2,916,248</u>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES**

Year Ended June 30, 2021

							Mental Health	
	<u>Total</u>	<u>Admini-</u>	<u>Total</u>	<u>Child</u>	<u>Emergency</u>	<u>Vocational</u>	<u>Non-</u>	<u>Multi-</u>
	<u>Agency</u>	<u>stration</u>	<u>Center</u>	<u>and</u>	<u>Services</u>	<u>Services</u>	<u>Eligibles</u>	<u>Service</u>
			<u>Programs</u>	<u>Adolescents</u>				<u>Team</u>
Program service fees:								
Net client fees	\$ (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	<u>(28,827)</u>	<u>-</u>	<u>(28,827)</u>	<u>(460)</u>	<u>(10,079)</u>	<u>-</u>	<u>(3,912)</u>	<u>(4,462)</u>
	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	-	337,996	-	-	-	-	-
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	<u>11,172,118</u>	<u>-</u>	<u>11,172,054</u>	<u>2,151,621</u>	<u>1,022,940</u>	<u>187,570</u>	<u>94,111</u>	<u>2,167,105</u>
	<u>14,254,367</u>	<u>-</u>	<u>14,052,647</u>	<u>2,155,161</u>	<u>1,463,820</u>	<u>187,570</u>	<u>94,111</u>	<u>2,167,105</u>
Total program revenues	<u>\$43,184,473</u>	<u>\$ -</u>	<u>\$42,982,753</u>	<u>\$10,704,025</u>	<u>\$ 2,876,024</u>	<u>\$ 490,955</u>	<u>\$ 1,636,094</u>	<u>\$12,136,163</u>

	<u>Center</u>							
	<u>ACT Team</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-BBH</u>	<u>Housing Bridge</u>	<u>Amoskeag</u>
Program service fees:								
Net client fees	\$ (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	<u>(473)</u>	<u>(12,370)</u>	<u>-</u>	<u>(144)</u>	<u>-</u>	<u>3,073</u>	<u>-</u>	<u>-</u>
	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	<u>1,254,408</u>	<u>1,747,929</u>	<u>49,319</u>	<u>339,711</u>	<u>1,368</u>	<u>1,707,222</u>	<u>448,750</u>	<u>64</u>
	<u>1,704,408</u>	<u>3,467,729</u>	<u>49,319</u>	<u>469,136</u>	<u>64,368</u>	<u>1,781,170</u>	<u>448,750</u>	<u>201,720</u>
Total program revenues	<u>\$ 4,657,942</u>	<u>\$ 6,502,925</u>	<u>\$ 550,875</u>	<u>\$ 951,393</u>	<u>\$ 65,904</u>	<u>\$ 1,961,703</u>	<u>\$ 448,750</u>	<u>\$ 201,720</u>

**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

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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

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**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.**

**LEADERSHIP POSITIONS**

<b><u>Chief Financial Officer</u></b>	The Mental Health Center Of Greater Manchester (NH)	2011 to present
<b><u>Controller</u></b>	Associated Home Care, Inc. Beverly, MA	2009 to 2011
<b><u>Chief Financial Officer</u></b>	Seacoast VNA, North Hampton, NH	1998 to 2009
<b><u>Manager, Public Accounting</u></b>	Berry, Dunn, McNeil & Parker, CPA	1996 to 1998
<b><u>Director, Budget &amp; Cost / Controller</u></b>	BCBS of Maine, So. Portland, ME	1993 to 1996

**Key Accountabilities:** Oversight of all accounting, financial reporting, transaction processing, budgets / forecasts, A/R, A/P, G/L, payroll, I/T, product costing, profitability analysis, and vendor contracting. Regular collaboration with Senior Management Team, Finance Committees, Board of Directors, external auditors, and federal / state regulators. Other responsibilities include: revenue cycle & cash flow management, analysis and resolution of forecast variances, management of billing, A/R and collections, banking, investor, lender relationships, new business development, staff recruitment, supervision, training, benefits / retirement plans administration, cost accounting, operational analyses, systems integration, development and maintenance of accounting and management information systems. Duties also include assessing risk exposure & insurance coverage, M & A evaluations and due diligence, grant applications, and preparation of corporate income tax schedules and support ( Forms 990 and 1120 )

***Significant Accomplishments – Post-Acute Healthcare facilities:***

- Key member of EMR implementation team (billing, A/R, Accounting, registration functions)
- Financial oversight during period of 100% revenue growth
- Financial oversight during period of national Top 500 Agency Status
- Financial oversight during period of 300% reduction in Days in A/R
- One-year oversight – due diligence process – Merger with \$50 million entity

**Audit / Consulting Manager**

Berry, Dunn, McNeil & Parker, CPA's & Management Consultants 1996 to 1998  
Provided consultation and advisory services to hospitals, nursing homes, ALF's, and other healthcare facilities (acute & post-acute) in areas of reimbursement, financial planning and reporting and systems evaluations and integration. Coordinated and supervised audit engagements, regulatory report preparation, feasibility studies, due diligence, financial forecasts and projections, and operational and compliance reviews. Assisted clients with regulatory licensing and certifications.

*Paul J. Michaud*  
*Page 2*

**Budget Director, Finance Division, Budget & Cost Department**

Blue Cross & Blue Shield of Maine      So. Portland, ME      1993 through 1996  
Directed corporate administrative budgeting and forecasting process for Maine's largest managed care organization. Determined, distributed, analyzed, and forecast annual operating expenses in excess of \$70 million. Oversight responsibilities of administrative expense reimbursement for all federal and state contracts. Supervised professional and administrative staff. A/P. Payroll, G/L, financial & budget variance reporting & analysis. Interim appointment as VP of Finance.

***Significant Accomplishments:***

Reorganized corporate budgeting and costing process, converting to electronic format while enhancing routine communications with department heads and improving variance reporting.  
Restructured payroll and A/P functions resulting in operational and economic efficiencies.  
Collaborated with senior management in major corporate reorganization to streamline operations and reduce administrative costs. Reduced administrative budget in excess of 25%.  
Appointed to corporate job evaluation and compensation committee

**Audit Manager, Medicare Fiscal Intermediary**

Blue Cross & Blue Shield of Maine      So. Portland, ME      1985 through 1993

Oversight responsibilities for Medicare cost report audit and reimbursement functions for hospital complexes, home health care agencies, skilled nursing facilities, and other healthcare providers. Interpreted and applied federal program laws, regulations and cost reporting instructions. Interacted with provider officers and external consultants, CPA's and federal program officials. Staff supervision.

***Accomplishments:***

Planned, organized and implemented New England Regional Home Health Agency audit department in 1986, inclusive of development of audit programs and policies, fraud and abuse detection programs, staff recruitment and training, and all related administrative and management functions.  
Administered annual audit and provider service functions resulting in HCFA recognition of Blue Cross & Blue Shield of Maine as one of the leading and most cost efficient audit intermediaries in the entire country based upon federal performance and quality standards. (1989 through 1995)

**Staff Auditor – Public Accounting**

Planned and conducted audit examinations and prepared financial statements and tax returns for clients within the retail, financial services, healthcare and manufacturing industries.

Arthur Young & Company, Portland, Maine      1982 through 1983

**EDUCATIONAL EXPERIENCE**

**Husson College, Bangor, Maine**

**Masters of Science in Business Administration (MSB – Accounting Concentration)      1990**

**Husson College, Bangor, Maine**

**Bachelor of Science in Accounting (BSA)      1980**

**TECHNICAL PROFICIENCIES**

Microsoft Office Products – Excel, Word, Powerpoint, database management tools  
Various accounting & patient billing programs ( *Quantum, myAvatar, QuickBooks, MAS 90, MISYS, HAS, CERNER* )

Colleen Thomas

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## EDUCATION

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University of New Hampshire, *Magna cum laude* 2003-2007  
*Bachelor of Science-Dual Major: Family Studies & Psychology*

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## WORK EXPERIENCE

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Mental Health Center of Greater Manchester, Manchester, NH 2007-Present

\*President Circle Award Winner 2019

Network4Health-Integrated Delivery Network Region 4

*Coordinator of the Integrated Transition Teams and REAP February 2021-present*

- Supervise staff 1:1 and in group setting to review cases, assist in identifying barriers to treatment goals and resources available to clients and staff
- Supervise interns while they develop educational and professional goals
- Develop/Maintain relationships with area agencies for ongoing inter agency referrals
- Planning and develop for integration projects including Local Care Management; working with Managed Care Company and Primary Care Agency to increase communication and continuity of care for SMI/SPMI clients.

*Assistant Coordinator of the Integrated Transition Teams October 2020-January 2021*

*Care Transitions Coach 2018-2020*

- Supported development and implementation of demonstration project with Critical Time Intervention, an evidence based practice
- Mentored new graduates and staff on MHCGM agency policies, procedures, levels of care and direct client care.
- Provide Case consult to team members for Care Transitions Eligibility, appropriate referrals to treatment teams and outside agencies
- Presented to agency partners about Care Transitions program; helped develop procedures for inter-agency referrals and case management
- Support clients following release from incarceration and/or discharge from medical facilities in connecting to resources and engage with supports for more successful transition to community
- Support clients and treatment team members in addressing barriers to treatment

*Mobile Crisis Response Team Per Diem 2018-Present*

- Assist/support clinicians in the community performing psychiatric evaluations
- Conduct Caring Contact/Outreach calls to clients following Mobile Crisis contact. Help ensure connection to supports in community following crisis.
- Work collaboratively with Manchester Police Department in responding to calls in the community

*InSHAPE Health Mentor 2013-2018*

- Help InSHAPE participants identify health goals for themselves that will improve physical and mental well being
- Assist participants develop and track objectives that will help them achieve their goals

- Support participants in community integration and utilization of community resources
- Develop partnerships with local businesses for goods and services for our clients use and InSHAPE events
- Develop and conduct group education opportunities with topics ranging from nutrition, fitness, personal/sleep hygiene, self-care, etc.

*Mental Health Counselor, Cypress Center 2007-2013*

- Work cooperatively with treatment team to develop individual treatment plans for recovery
- Meet individually and in group settings with clients to assist in developing strategies for symptom management
- Conduct Emergency Service's crisis hotline calls from clients in need of support and/or in crisis situations
- Complete all paperwork related to client's stay in Cypress Center facility including admission, discharge and daily documentation

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**TRAINING/CERTIFICATES**

- Motivational Interviewing I, II
- Stages of Change
- LEAP (Listening, Empathizing, Agreeing and Partnering)
- Critical Time Intervention; Core Training, Supervisor Training, Fidelity Training, Train the Trainer
- WRAP Facilitator
- Cultural Competency
- Criminal Thinking and Anti-social Logic
- DBT Skill Training
- Illness Management & Recovery
- Foundations of Management
- Foundations of Leadership

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**VOLUNTEER EXPERIENCE**

- |   |              |
|---|--------------|
| Friends of the Manchester Animal Shelter  | 2010-Present |
| <ul style="list-style-type: none"><li>• Foster and train dogs/puppies in my home until ready for adoption. Assist in matching potential adopters to suitable animal.</li><li>• Event planning to raise awareness and defer costs associated with daily needs and running programs at the shelter.</li><li>• Developed relationships with local businesses for event vendors and donations to use in promotions, raffles, etc.</li></ul> |              |

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**SKILLS**

- Excellent interpersonal and communication skills
- Comfortable working independently as well as in a team oriented atmosphere
- Able to keep accurate records with great time management skills

**THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.**  
**NAME OF CONTRACT: Operationalization of the Critical Time Intervention Pilot Program**  
**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	.05%	\$799.97
JONATHAN ROUTHIER	EXECUTIVE VP / COO	\$125,008	.05%	\$625.04
PAUL MICHAUD	VP of FINANCE / CFO	\$136,118	.05%	\$680.59
COLEEN THOMAS	COORDINATOR I.T.T.	\$74,630	50.0%	\$37,315.00
TOTAL SALARIES		\$495,750		\$39,420.06

14 mac



Lori A. Sibiernick  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 8, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into new **Sole Source** contracts with the vendors listed in **bold** below, which includes the option to renew for two (2) years, and amend existing contracts to expand and continue providing Critical Time Intervention services, by exercising contract renewal options by increasing the total price limitation by \$3,252,100 from \$790,341 to \$4,042,441 and extending the completion dates of the existing contracts from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. 70% Federal Funds. 30% General Funds.

The original contracts were approved by Governor and Council as indicated in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approvals
<b>Behavioral Health &amp; Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County</b>	<b>177278</b>	<b>Dover, Region 9</b>	<b>\$220,402</b>	<b>\$372,982</b>	<b>\$593,384</b>	O: 10/27/21, (Item #15)
<b>The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health</b>	<b>154112</b>	<b>Nashua, Region 6</b>	<b>\$220,402</b>	<b>\$372,982</b>	<b>\$593,384</b>	O: 10/27/21, (Item #15)
<b>The Mental Health Center of Greater Manchester, Inc.</b>	<b>177184</b>	<b>Manchester, Region 7</b>	<b>\$220,402</b>	<b>\$372,982</b>	<b>\$593,384</b>	O: 10/27/21, (Item #15)

West Central Services, Inc. DBA West Central Behavioral Health	177654	Lebanon, Region 2	\$129,135	\$218,386	\$347,521	O: 10/27/21, (Item #15)
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$0	\$349,487	\$349,487	New Sole Source
Northern Human Services	177222	Conway, Region 1	\$0	\$258,410	\$258,410	New Sole Source
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$0	\$440,564	\$440,564	New Sole Source
The Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$0	\$258,410	\$258,410	New Sole Source
Monadnock Family Services	177510	Keene, Region 5	\$0	\$258,410	\$258,410	New Sole Source
The Mental Health Center for Southern New Hampshire DBA Center for Life Management	174116	Derry, Region 10	\$0	\$349,487	\$349,487	New Sole Source
		<b>Total:</b>	<b>\$790,341</b>	<b>\$3,252,100</b>	<b>\$4,042,441</b>	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

**EXPLANATION**

A part of this request is Sole Source because the remaining six (6) of the ten (10) Community Mental Health Centers have been identified as being ready to implement the Critical Time Intervention program. The Community Mental Health Centers are designated by the Department to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule He-M 425.03.

Additionally, the original four (4) Community Mental Health Centers will continue providing Critical Time Intervention programming in order to continue addressing the needs of community

members transitioning out of inpatient behavioral health settings, with the goal of lowering readmission rates and thereby lowering readmission costs.

The purpose of this request is to ensure individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to New Hampshire Hospital and Designated Receiving Facilities, have intensive supports available that improve quality of life while mitigating readmission to psychiatric facilities. The Contractors will continue operationalizing Critical Time Intervention programs that provide intensive individual support services for individuals during the initial nine (9) months of discharge from inpatient behavioral health settings.

Approximately 900 individuals will be served during State Fiscal Years 2022 and 2023.

Critical Time Intervention is a time-limited and evidence-based practice that mobilizes community supports for vulnerable individuals during periods of transition. The Critical Time Intervention model facilitates community reintegration and continuity of care by ensuring an individual has enduring ties to their community and support systems in place.

The Contractors will continue working with the Department to establish policies relative to Critical Time Intervention programs. The Critical Time Intervention model is being introduced to the remaining six (6) Community Mental Health Centers and will ensure individuals, statewide, have access to services that support linkages to community supports and other personal supports during difficult transitions to the communities.

The Department will continue monitoring the Critical Time Intervention program by:

- Overseeing quality assurance activities and reviews of the Contractors operations to ensure compliance with the contractual objectives;
- Conducting recurring analysis of program fidelity and outcomes data; and
- Actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

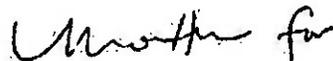
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the Department has the option to extend four (4) of the agreements for up to three (3) additional years. The Department is exercising its option to renew services for one (1) of the three (3) years available. For the six (6) new Sole Source contracts in this requested action, the Department has the option to extend the agreements for up the two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, the Department will continue to experience higher hospitalization rates, lengthier waitlists, and gaps in services that support successful reintegration of individuals into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #1B09SM083987

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shabinette  
Commissioner

Attachment A  
Financial Details

05-95-92-920010-7877 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, OFFICE OF THE DIRECTOR (100% General Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	7,594.00	-	7,594.00
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>7,594.00</b>	<b>78,987.00</b>	<b>86,581.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		115,976.00	115,976.00
			<b>Subtotal</b>	<b>-</b>	<b>115,976.00</b>	<b>115,976.00</b>

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>-</b>	<b>78,987.00</b>	<b>78,987.00</b>

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>-</b>	<b>152,964.00</b>	<b>152,964.00</b>

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
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>-</b>	<b>78,987.00</b>	<b>78,987.00</b>

Monadnock Family Services (Vendor Code 177150-B005)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	78,987.00	78,987.00
			<b>Subtotal</b>	-	78,987.00	78,987.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	115,976.00	115,976.00
			<b>Subtotal</b>	-	115,976.00	115,976.00

<b>Total</b>				<b>46,576.00</b>	<b>1,159,756.00</b>	<b>1,206,332.00</b>
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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)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	121,541.00	-	121,541.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	121,541.00	73,995.00	195,536.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

Riverview Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
			<b>Subtotal</b>	-	168,107.00	168,107.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	-	114,019.00	114,019.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	-	-
2023	074-500585	Grants for public assistance	92244120	-	-	-
			<b>Subtotal</b>	-	-	-

Attachment A  
Financial Details

2022	074-500585	Grants for public assistance	92244120	-	67,582.00	67,582.00
2023	074-500585	Grants for public assistance	92244120		154,614.00	154,614.00
			<i>Subtotal</i>	-	222,196.00	222,196.00

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
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120		73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120		73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120		114,304.00	114,304.00
			<i>Subtotal</i>	-	168,107.00	168,107.00

<b>Total</b>					<b>743,785.00</b>	<b>1,438,304.00</b>	<b>2,182,069.00</b>
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05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: PUBLIC HEALTH DIV OF, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, PUBLIC HEALTH CRISIS RSP-ARP (100% Federal Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Northern Human Services (Vendor Code 17722-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

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
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Center for Life Management (Vendor Code 174118-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

<b>Total</b>				-	654,040.00	654,040.00
<b>Grand Total</b>				790,341.00	3,252,100.00	4,042,441.00

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 27, 2021, (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$593,384
3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #1, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms by replacing in its entirety with Exhibit C, Amendment #1, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

DS  
PC

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

3/23/2022

Date

DocuSigned by:  
*Katja S. Fox*  
EO9005904CB3442  
Name: Katja S. Fox  
Title: Director

The Mental Health Center of Greater Manchester, Inc.

3/23/2022

Date

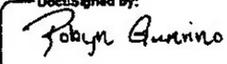
DocuSigned by:  
*Patricia Carty*  
DE9868133E0E400  
Name: Patricia Carty  
Title: Executive VP/COO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/23/2022

Date

DocuSigned by:  
  
746734841011460  
Name: Robyn Guarino  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 7 for individuals who:
  - 1.2.1. Are discharged from inpatient behavioral health settings;
  - 1.2.2. Are not receiving ACT services;
  - 1.2.3. Agree to receiving CTI program services;
  - 1.2.4. Are returning to Region 7; and
  - 1.2.5. Are 18 years or older.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 1.8.2. Progress; and
- 1.8.3. Opportunities.
- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:
  - 1.9.1. Applicable EHR modifications are fully functional by January of 2022 with a submission of test data at the request of the Department; and
  - 1.9.2. The EHR has capacity to capture information regarding:
    - 1.9.2.1. Referrals;
    - 1.9.2.2. Discharge;
    - 1.9.2.3. Assessments;
    - 1.9.2.4. Care plans;
    - 1.9.2.5. All interactions between CTI program and the individual;
    - 1.9.2.6. Hospitalizations; and
    - 1.9.2.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.11. The Contractor shall document in the EHR all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
  - 1.12.2. Community Mental Health Centers, statewide.
  - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.12.4. Landlords.
  - 1.12.5. Local Businesses.
  - 1.12.6. Community Action Program agencies.
  - 1.12.7. Peer Support Agencies.
  - 1.12.8. Educational Institutions.
  - 1.12.9. Public Assistance Agencies.
  - 1.12.10. Local Welfare Offices.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 1.12.11. Public Health Departments.
  - 1.12.12. Transportation providers.
  - 1.12.13. Places of worship.
  - 1.12.14. Refugee associations.
  - 1.12.15. Health clubs.
  - 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
- 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services; and
  - 1.13.2. Engage in a pre-CTI meeting with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
- 1.14.1. Review the individual's treatment history;
  - 1.14.2. Identify existing community supports; and
  - 1.14.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
    - 1.14.3.1. Income.
    - 1.14.3.2. Access to health care, including:
      - 1.14.3.2.1. Health care services;
      - 1.14.3.2.2. Mental health services;
      - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services; and
      - 1.14.3.2.4. Insurance coverage.
    - 1.14.3.3. Diet and exercise.
    - 1.14.3.4. Education.
    - 1.14.3.5. Employment.
    - 1.14.3.6. Family and social supports.
    - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:

- 1.15.1. Documenting the individual's recovery and transition goals;
- 1.15.2. Identifying supports and services to assist the individual with transition back into the community;
- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
  - 1.15.3.1. Housing supports.
  - 1.15.3.2. Mental health services.
  - 1.15.3.3. Primary care health services.
  - 1.15.3.4. Transportation supports.
  - 1.15.3.5. Child care supports.
  - 1.15.3.6. Educational programs and supports.
  - 1.15.3.7. Employment supports.
  - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.17.1. Access to emergency department visits.
  - 1.17.2. Access to inpatient services to resolve crisis as they arise.
  - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

**2. Phase One (1) CTI Services**

- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
- 2.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 2.2.1.1. Health care appointments.
    - 2.2.1.2. Mental health appointments.
    - 2.2.1.3. Recovery and substance use treatment sessions.
    - 2.2.1.4. Dental appointments.
    - 2.2.1.5. Other appointments relative to life skills.
  - 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 2.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**3. Phase Two (2) CTI Services**

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall reassess the individual's needs and update the Phase Plan, as needed.
- 3.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 3.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 3.3.2. Assisting with self-advocacy.
- 3.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 3.5. The Contractor shall decrease the frequency and duration of meetings in

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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correlation with an increase in the individual's sustainable supports.

- 3.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 3.7.1. Faith and/or spiritual programs.
  - 3.7.2. Physical fitness programs.
  - 3.7.3. Social clubs.
  - 3.7.4. Creative art programming.
  - 3.7.5. Education.
  - 3.7.6. Employment.
- 3.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**4. Phase Three (3) CTI Services**

- 4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 4.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 4.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 4.3.1. Developing a long-term plan to:
    - 4.3.1.1. Manage their support network independently; and
    - 4.3.1.2. Achieve recovery goals that remain outstanding.
- 4.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.5. The Contractor shall facilitate a final meeting with the individual to:
  - 4.5.1. Acknowledge achievements over the past 9 months; and
  - 4.5.2. Ensure the individual can function independently with their support network.
- 4.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
  - 4.6.1. The individual's recovery and transition goals;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 4.6.2. The steps the individual made that indicate their ability to manage their support network independently;
- 4.6.3. The individual's experience in CTI;
- 4.6.4. Initial Risk Assessment;
- 4.6.5. Barriers to the Intervention; and
- 4.6.6. Summarize CTI Intervention.

**5. CTI Supervisory Scope of Work**

- 5.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 5.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 5.2.1. Weekly documentation on required forms that include the:
    - 5.2.1.1. Weighted caseload tracker;
    - 5.2.1.2. Phase date form; and
    - 5.2.1.3. CTI Team Supervision form; and
  - 5.2.2. CTI worker's fidelity efforts; and
  - 5.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 5.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**6. Flexible Needs**

- 6.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 6.1.1. Groceries.
  - 6.1.2. Transportation.
  - 6.1.3. Childcare.
  - 6.1.4. Short-term housing costs, such as security deposits or utility bills.
  - 6.1.5. Clothing appropriate for cold weather, job interviews, or work.
  - 6.1.6. Other uses pre-approved in writing by the Department.

**7. Staffing**

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 7.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
- 7.1.1. Four (4) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 7.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 7.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:
- 7.2.1. Obtain and verify a minimum of two (2) references for the individual;
  - 7.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
  - 7.2.3. Complete a criminal records check to ensure that the individual has no history of:
    - 7.2.3.1. Felony conviction; or
    - 7.2.3.2. Any misdemeanor conviction involving:
      - 7.2.3.2.1. Physical or sexual assault;
      - 7.2.3.2.2. Violence;
      - 7.2.3.2.3. Exploitation;
      - 7.2.3.2.4. Child pornography;
      - 7.2.3.2.5. Threatening or reckless conduct;
      - 7.2.3.2.6. Theft;
      - 7.2.3.2.7. Driving under the influence of drugs or alcohol; or
      - 7.2.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
  - 7.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:
    - 7.2.4.1. The individual's name is on the BEAS state registry;
    - 7.2.4.2. The individual has a record of a felony conviction; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

7.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 7.2.3.2.

7.3. The Contractor shall ensure all CTI staff:

7.3.1. Complete the CTI model training; and

7.3.2. Attend regular Community of Practice (CoP) meetings.

7.4. The Contractor shall participate in training, as requested by the Department, which includes:

7.4.1. A two (2) day CTI worker training;

7.4.2. A one (1) day CTI supervisor training;

7.4.3. A two (2) day Train-the-Trainer training;

7.4.4. A one (1) day CTI Implementation fidelity assessment training; and

7.4.5. Complementary trainings to CTI staff that include, but are not limited to:

7.4.5.1. Motivational Interviewing.

7.4.5.2. Harm reduction.

7.4.5.3. Trauma Informed Care.

7.4.5.4. Setting boundaries.

**8. Exhibits Incorporated**

8.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**9. Reporting Requirements**

9.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.

9.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the

PC

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

Department. The Contractor shall ensure the reporting includes, but is not limited to:

- 9.2.1. Implementation milestones that include but are not limited to:
  - 9.2.1.1. Hiring, onboarding, and training of staff.
  - 9.2.1.2. The development of a discharge process with New Hampshire Hospital and other DRF's.
  - 9.2.1.3. Open enrollment.
  - 9.2.1.4. Community engagement activities for individual resource development.
  - 9.2.1.5. Training of CMHC clinical staff on the CTI Program.
  - 9.2.1.6. The development of an internal process for communication and coordination between agency services.
  - 9.2.1.7. CTI program improvement efforts.
  - 9.2.1.8. CTI implementation fidelity self-Assessment outcomes.
  - 9.2.1.9. Barriers, challenges, and highlights.

9.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15th) day of the following month.

9.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**10. Operationalization Measures**

- 10.1. The Department will monitor the contracted services by:
  - 10.1.1. Meeting with the Contractor to determine whether:
    - 10.1.1.1. Implementation milestones have been met;
    - 10.1.1.2. Staffing requirements have been met; and
    - 10.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 10.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

- 10.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
- 10.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 10.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 10.2.1. Barriers to progress, as identified by the Department.
  - 10.2.2. Action taken to date to address barriers.
  - 10.2.3. Future action to address barriers, with timeframes.
  - 10.2.4. Action taken to date to make progress.
  - 10.2.5. Future action to make progress, with timeframes.
- 10.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 10.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 10.4.1. Operational workflows;
  - 10.4.2. CTI policies and procedures;
  - 10.4.3. Encounter notes on required forms; and
  - 10.4.4. Phoenix data entry.
- 10.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 10.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 10.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 10.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

**11. Additional Terms**

**11.1. Impacts Resulting from Court Orders or Legislative Changes**

11.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**11.3. Credits and Copyright Ownership**

11.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

11.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

11.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 11.3.3.1. Brochures.
- 11.3.3.2. Resource directories.
- 11.3.3.3. Protocols or guidelines.
- 11.3.3.4. Posters.
- 11.3.3.5. Reports.

11.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

**11.4. Operation of Facilities: Compliance with Laws and Regulations**

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**12. Records**

12.1. The Contractor shall keep records that include, but are not limited to:

12.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

12.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

12.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

12.1.4. Medical records on each patient/recipient of services.

12.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 61.01%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN 1B09SM083987.
  - 1.2. 11.02%, Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.354, FAIN NU90TP922144.
  - 1.3. 27.97% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective October 27, 2021 through June 30, 2022, payments shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, which shall not exceed the approved line items specified in Exhibit C-1, Budget.
  - 2.4. Effective July 1, 2022, except for a) Incentive Payments described in Section 3; b) Flexible Funds described in Section 6; and c) Contingency Funds described in Section 7; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.4.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.4.1.1, Rate Table, which are rates set for the term of the contract.

**2.4.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI	\$370.91	Minimum of two (2) encounters with the individual, in-person or	Paid once per

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

(Phases 1-3)	virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	individual, per month, not to exceed nine (9) consecutive months.
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- 2.4.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #1, Scope of Services, which include:
  - 2.4.2.1. CTI worker salaries and benefits;
  - 2.4.2.2. CTI supervisor salaries and benefits; and
  - 2.4.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.4.3. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
  - 2.4.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.4.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-2, Budget over the term of the Agreement.
- 2.4.4. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
  - 2.4.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1., and the actual amounts of expenses incurred.
  - 2.4.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.4.4.1. may be collected by written notice to the Contractor stating

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

payment shall be made to the Department within 30 days of notification of overpayment.

- 2.4.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table in Subparagraph 2.4.1.1 have been met for each individual identified on the invoice.
- 2.4.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.4.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.5. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-2, Budget. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.5.1. Used to directly support the needs of the client when no other funds are not available;
- 2.5.2. Used for one-time expenses tangible in nature;
- 2.5.3. Directly allocable to the work performed under this Agreement;
- 2.5.4. Appropriate in amount and nature, as determined by the Department; and
- 2.5.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.6. The Contractor shall be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement, at the Department's discretion. The Contractor shall:
- 2.6.1. Obtain pre-approval for the expenses from the Department via a form of submission satisfactory to the Department with applicable justifications; and
- 2.6.2. Ensure requests for Contingency Payments, based on extraordinary costs, do not exceed the contingency expenses line item defined in Exhibit C-2, Budget.
- 2.7. The Contractor shall be eligible to receive incentive payments in an amount not to exceed \$12,994 upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2022.

PC

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**Table 1**

#	Eligibility Period	Incentive Payment Goal	Percentage of Total Incentive Payments
1	January - March 2022	CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	50%
2	April - June 2022	Improvement in post-discharge appointment measures, as determined by the Department in collaboration with the CMHCs.	25%
		CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	25%

2.8. Effective July 1, 2022, the Contractor shall be eligible to receive an incentive payment in an amount not to exceed 5% of their invoicing of the per diem expense line item defined in Exhibit C-2, Budget. The Contractor shall be eligible for the incentive payment if the average graduation rate across all CTI clients enrolled during State Fiscal Year 2023 is demonstrated to be equal to or greater than 75%. For the purposes of this Subsection 2.8.:

2.8.1. "Graduated" for this incentive payment shall mean a CTI client that enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Year 2023;

2.8.2. "Enrolled" for this incentive payment shall mean any individual, discharged from a qualifying Designated Receiving Facility

PC

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

- (DRF) or New Hampshire Hospital, that entered Phase 1 of the CTI program upon their discharge, which does not include individuals who participate in Pre-CTI, but do not enter Phase 1; and
- 2.8.3. The incentive target shall be calculated based on:
- 2.8.3.1. Data submitted by the Contractor via the Phoenix reporting system; and
- 2.8.3.2. The calculation of the total number of graduated CTI clients during the State Fiscal Year 2023 divided by the total number of CTI clients enrolled into Phase 1 and eligible to graduate during State Fiscal Year 2023.
3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
- 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
- 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
- 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
- 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:
- Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

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7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 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.
  - 10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.
11. Audits
  - 11.1. The Contractor must email an annual audit to: [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 11.1.1. 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.
    - 11.1.2. 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.
    - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

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- 11.3. 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.
- 11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-2 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: The Mental Health Center of Greater Manchester, Inc.

Budget Request for: Operationalization of the Critical Time Intervention Pilot Program

Budget Period: 7/1/2022 to 6/30/2023

Line Item	Total Program Cost					Contractor Share (Match)					Funded by DHS Contract Share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$		\$		\$			\$		\$		\$			\$
2. Employee Benefits	\$		\$		\$			\$		\$		\$			\$
3. Consultants	\$		\$		\$			\$		\$		\$			\$
4. Equipment	\$		\$		\$			\$		\$		\$			\$
Rental	\$		\$		\$			\$		\$		\$			\$
Repair and Maintenance	\$		\$		\$			\$		\$		\$			\$
Purchase/Depreciation	\$		\$		\$			\$		\$		\$			\$
5. Supplies	\$		\$		\$			\$		\$		\$			\$
Educational	\$		\$		\$			\$		\$		\$			\$
Lab	\$		\$		\$			\$		\$		\$			\$
Pharmacy	\$		\$		\$			\$		\$		\$			\$
Medical	\$		\$		\$			\$		\$		\$			\$
Office	\$		\$		\$			\$		\$		\$			\$
6. Travel	\$		\$		\$			\$		\$		\$			\$
7. Occupancy	\$		\$		\$			\$		\$		\$			\$
8. Current Expenses	\$		\$		\$			\$		\$		\$			\$
Telephone	\$		\$		\$			\$		\$		\$			\$
Postage	\$		\$		\$			\$		\$		\$			\$
Subscriptions	\$		\$		\$			\$		\$		\$			\$
Audit and Legal	\$		\$		\$			\$		\$		\$			\$
Insurance	\$		\$		\$			\$		\$		\$			\$
Dues Expenses	\$		\$		\$			\$		\$		\$			\$
9. Software - System Upgrade Funds	\$		\$		\$			\$		\$		\$			\$
10. Marketing/Communications	\$		\$		\$			\$		\$		\$			\$
11. Staff Education and Training	\$		\$		\$			\$		\$		\$			\$
12. Subcontracts/Agreements	\$		\$		\$			\$		\$		\$			\$
13. Other (specify details mandatory)	\$		\$		\$			\$		\$		\$			\$
Flex Funds	\$	8,000.00	\$		\$	8,000.00	\$		\$	8,000.00	\$		\$		\$
Incentive Payments	\$	16,491.00	\$		\$	16,491.00	\$		\$	16,491.00	\$		\$		\$
Per Diem Expenses	\$	336,491.00	\$		\$	336,491.00	\$		\$	336,491.00	\$		\$		\$
Contingency Expenses	\$	10,000.00	\$		\$	10,000.00	\$		\$	10,000.00	\$		\$		\$
	\$		\$		\$			\$		\$		\$			\$
	\$		\$		\$			\$		\$		\$			\$
	\$		\$		\$			\$		\$		\$			\$
<b>TOTAL</b>	\$		\$	372,982.00	\$	372,982.00	\$		\$	372,982.00	\$		\$		\$

Indirect As A Percent of Direct 0.0%

OCT 12 '21 PM 2:59 RCVD

15  
MOWLori A. Sibley  
CommissionerKatja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 4, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Sole Source contracts with the contractors listed below in an amount not to exceed \$790,341 to operationalize the Critical Time Intervention program that provides critical supports to individuals who are leaving inpatient behavioral health care settings and transitioning back to community settings with the option to renew for up to three (3) additional years, effective November 1, 2021 or upon Governor and Council approval, whichever is later, through June 30, 2022. 94% Federal Funds. 6% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County	177278	Dover, Region 9	\$220,402.00
The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	154112	Nashua, Region 6	\$220,402.00
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	\$220,402.00
West Central Behavioral Health	177654	Lebanon, Region 2	\$129,135.00
		<b>Total:</b>	<b>\$790,341.00</b>

Funds are available in the following accounts for State Fiscal Year 2022 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

**EXPLANATION**

This request is Sole Source because an assessment of the ten (10) Community Mental Health Centers identified the contractors listed above as being the most ready to implement the Critical Time Intervention program in order to better address the needs of community members; lower hospital readmission rates; and lower hospital readmission costs. The ten (10) Community Mental Health Centers are designated by the Bureau to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule He-M 425.03.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

The purpose of this request is to ensure individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to New Hampshire Hospital and Designated Receiving Facilities, have intensive supports available that improve quality of life while mitigating readmission to more intensive services. The Contractors will operationalize Critical Time Intervention programs that provide intensive individual support services for individuals during the initial nine (9) months of discharge from inpatient behavioral health settings.

Approximately 200 individuals will be served during State Fiscal Year 2022.

Critical Time Intervention is a time-limited evidence-based practice that mobilizes community supports for vulnerable individuals during periods of transition. The Critical Time Intervention model facilitates community reintegration and continuity of care by ensuring an individual has enduring ties to their community and support systems in place.

The Department selected four (4) Community Mental Health Regions in which to operationalize the Critical Time Intervention model. The Contractors will be operational, including the onboarding and training of newly hired staff, and actively receiving referrals from New Hampshire Hospital and the Designated Receiving Facilities no later than January of 2022.

The Contractors will support individuals transitioning to their communities by providing intensive support services during the first three (3) months of discharge from a facility, at which time Contractors will assist individuals with creating support systems from a variety of sources within their communities. The next three (3) months ensure a decrease in intensity of support that correlates with the increase in stabilized community connections. The last three (3) months of intensive services are dedicated to ensuring individuals can succeed in the community without Critical Time Intervention services.

The Contractors will work with the Department to establish policies relative to Critical Time Intervention programs. Once established, the Critical Time Intervention model will be introduced to other Community Mental Health Centers to ensure individuals, statewide, have access to services that support linkages to community supports and other personal supports during difficult transitions to the communities.

The Critical Time Intervention program is open to any individual transitioning to one of the surrounding areas of Dover, Lebanon, Manchester, or Nashua, who is interested in the program and is transitioning from New Hampshire Hospital or a Designated Receiving Facility and is not receiving Assertive Community Treatment (ACT) services.

The Department will monitor services by:

- Overseeing quality assurance activities and reviews of the Contractors operations to ensure compliance with the contractual objectives;
- Conducting an analysis of the program fidelity; and
- Actively and regularly collaborating with the Contractors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will continue to experience higher hospitalization rates, lengthier waitlists, and gaps in services that support successful reintegration of individuals into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

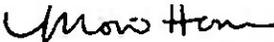
Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Areas Served: Dover, Lebanon, Manchester, and Nashua

Source of Federal Funds: Assistance Listing Number #93.958, FAIN # B09SM083987.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

  
for Commissioner Shibinette

Lori A. Shibinette  
Commissioner

Attachment A  
Financial Details

05-95-92-920010-7877 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BEHAVIORAL HEATHLH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, OFFICE OF THE DIRECTOR  
(100% General Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2022	102-500731	Contracts for program services	92000051	7,594.00
			<i>Subtotal</i>	7,594.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	102-500731	Contracts for program services	92000051	12,994.00
			<i>Subtotal</i>	12,994.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	102-500731	Contracts for program services	92000051	12,994.00
			<i>Subtotal</i>	12,994.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	102-500731	Contracts for program services	92000051	12,994.00
			<i>Subtotal</i>	12,994.00

			<b>Total</b>	<b>46,576.00</b>
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Attachment A  
Financial Details

**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)**

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	074-500585	Grants for public assistance	92244120	121,541.00
			<b>Subtotal</b>	<b>121,541.00</b>

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	074-500585	Grants for public assistance	92244120	207,408.00
			<b>Subtotal</b>	<b>207,408.00</b>

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	074-500585	Grants for public assistance	92244120	207,408.00
			<b>Subtotal</b>	<b>207,408.00</b>

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	074-500585	Grants for public assistance	92244120	207,408.00
			<b>Subtotal</b>	<b>207,408.00</b>

			<b>Total</b>	<b>743,765.00</b>
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			<b>Grand Total</b>	<b>790,341.00</b>
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Subject: Operationalization of the Critical Time Intervention Program (SS-2022-DBH-06-OPERA-03)

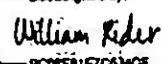
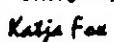
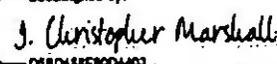
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> The Mental Health Center of Greater Manchester, Inc.		<b>1.4 Contractor Address</b> 401 Cypress Street Manchester, NH 03103	
<b>1.5 Contractor Phone Number</b> (603) 668-4111	<b>1.6 Account Number</b> 05-95-92-922010-4120 05-95-92-920010-7877 0000	<b>1.7 Completion Date</b> June 30, 2022	<b>1.8 Price Limitation</b> \$220,402
<b>1.9 Contracting Officer for State Agency</b> Nathan D. White, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9631	
<b>1.11 Contractor Signature</b> DocuSigned by:  Date: 10/4/2021		<b>1.12 Name and Title of Contractor Signatory</b> William Rider President/CEO	
<b>1.13 State Agency Signature</b> DocuSigned by:  Date: 10/4/2021		<b>1.14 Name and Title of State Agency Signatory</b> Katja Fox Director	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> DocuSigned by: By:  On: 10/5/2021			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 10/4/2021

**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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain, and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT A**

**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 7 for individuals who:
  - 1.2.1. Are discharged from inpatient behavioral health settings;
  - 1.2.2. Are not receiving ACT services;
  - 1.2.3. Agree to receiving CTI program services; and
  - 1.2.4. Are returning to Region 9.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;
  - 1.8.2. Progress; and
  - 1.8.3. Opportunities.
- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system as

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

- necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:
- 1.9.1. Applicable EHR modifications are fully functional by January of 2022.
  - 1.9.2. The EHR has capacity to capture information regarding:
    - 1.9.2.1. Referrals;
    - 1.9.2.2. Discharge;
    - 1.9.2.3. Assessments;
    - 1.9.2.4. Care plans;
    - 1.9.2.5. All interactions between CTI program and the individual;
    - 1.9.2.6. Hospitalizations; and
    - 1.9.2.7. Other monitoring and outcome information specified by the Department.
  - 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
  - 1.11. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
  - 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
    - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
    - 1.12.2. Community Mental Health Centers, statewide.
    - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
    - 1.12.4. Landlords.
    - 1.12.5. Local Businesses.
    - 1.12.6. Community Action Program agencies.
    - 1.12.7. Peer Support Agencies.
    - 1.12.8. Educational Institutions.
    - 1.12.9. Public Assistance Agencies.
    - 1.12.10. Local Welfare Offices.
    - 1.12.11. Public Health Departments.
    - 1.12.12. Transportation providers.
    - 1.12.13. Churches.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

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- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services.
  - 1.13.2. Meet to engage with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
  - 1.14.1. Review the individual's treatment history.
  - 1.14.2. Identify existing community supports; and
  - 1.14.3. Develop a care plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the care plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
    - 1.14.3.1. Income.
    - 1.14.3.2. Access to health care, including:
      - 1.14.3.2.1. Health care services;
      - 1.14.3.2.2. Mental health services; and
      - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services.
    - 1.14.3.3. Diet and exercise.
    - 1.14.3.4. Education.
    - 1.14.3.5. Employment.
    - 1.14.3.6. Family and social supports.
    - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall collaborate with the inpatient behavioral health setting, from which an individual is scheduled for discharge and with the individual scheduled for discharge to develop a discharge plan for successful discharge, which includes:
  - 1.15.1. Documenting the individual's recovery and transition goals;
  - 1.15.2. Identifying supports and services to assist the individual with transition back into the community;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

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- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
  - 1.15.3.1. Housing supports.
  - 1.15.3.2. Mental health services.
  - 1.15.3.3. Primary care health services.
  - 1.15.3.4. Transportation supports.
  - 1.15.3.5. Child care supports.
  - 1.15.3.6. Educational programs and supports.
  - 1.15.3.7. Employment supports.
  - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.17.1. Access to emergency department visits;
  - 1.17.2. Access to inpatient services to resolve crisis as they arise; and
  - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

**2. Phase One (1) CTI Services**

- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 2.2.1. Scheduling and keeping appointments that include, but are not limited to:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program**

**EXHIBIT B**

- 2.2.1.1. Health care appointments.
- 2.2.1.2. Mental health appointments.
- 2.2.1.3. Recovery and substance use treatment sessions.
- 2.2.1.4. Dental appointments.
- 2.2.1.5. Other appointments relative to life skills.
- 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
- 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
- 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.

**3. Phase Two (2) CTI Services**

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 3.2.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 3.2.2. Assisting with self-advocacy.
- 3.3. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 3.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 3.5. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.6. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 3.6.1. Faith and/or spiritual programs.
  - 3.6.2. Physical fitness programs.
  - 3.6.3. Social clubs.
  - 3.6.4. Creative art programming.

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

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- 3.6.5. Education.
- 3.6.6. Employment.

**4. Phase Three (3) CTI Services**

- 4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 4.2. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 4.2.1. Developing a long-term plan to:
    - 4.2.1.1. Manage their support network independently; and
    - 4.2.1.2. Achieve recovery goals that remain outstanding.
- 4.3. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.4. The Contractor shall facilitate a final meeting with the individual to:
  - 4.4.1. Acknowledge achievements over the past 9 months; and
  - 4.4.2. Ensure the individual can function independently with their support network.
- 4.5. The Contractor shall enter a final note in the EHR that identifies:
  - 4.5.1. The individual's recovery and transition goals;
  - 4.5.2. The steps the individual made that indicate their ability to manage their support network independently;
  - 4.5.3. The individual's experience in CTI;
  - 4.5.4. Initial Risk Assessment;
  - 4.5.5. Barriers to the Intervention; and
  - 4.5.6. Summarize CTI Intervention.

**5. Flexible Needs**

- 5.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services for the individuals they serve, which may include but are not limited to:
  - 5.1.1. Groceries.
  - 5.1.2. Transportation.
  - 5.1.3. Childcare.
  - 5.1.4. Short-term housing costs, such as security deposits or utility bills.
  - 5.1.5. Clothing appropriate for cold weather, job interviews, or work.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

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5.1.6. Other uses pre-approved in writing by the Department.

**6. Staffing**

6.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:

6.1.1. Four (4) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.

6.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.

6.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:

6.2.1. Obtain and verify a minimum of two (2) references for the individual;

6.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;

6.2.3. Complete a criminal records check to ensure that the individual has no history of:

6.2.3.1. Felony conviction; or

6.2.3.2. Any misdemeanor conviction involving:

6.2.3.3. Physical or sexual assault;

6.2.3.4. Violence;

6.2.3.5. Exploitation;

6.2.3.6. Child pornography;

6.2.3.7. Threatening or reckless conduct;

6.2.3.8. Theft;

6.2.3.9. Driving under the influence of drugs or alcohol; or

6.2.3.10. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and

6.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:

6.2.4.1. The individual's name is on the BEAS state registry;

6.2.4.2. The individual has a record of a felony conviction; or

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

6.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 6.2.3.3.

- 6.3. The Contractor shall ensure all CTI staff:
  - 6.3.1. Complete the CTI model training; and
  - 6.3.2. Attend regular Community of Practice (CoP) meetings.
- 6.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 6.4.1. A two (2) day CTI worker training.
  - 6.4.2. A one (1) day CTI supervisor training.

**7. Exhibits Incorporated**

- 7.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**8. Reporting Requirements**

- 8.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 8.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
  - 8.2.1. Implementation milestones that include but are not limited to:
    - 8.2.1.1. Hiring, onboarding, and training of staff.
    - 8.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRF's.
    - 8.2.1.3. Open enrollment.
    - 8.2.1.4. Community engagement activities for individual resource development.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

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- 8.2.1.5. CTI program improvement efforts; and
- 8.2.1.6. Barriers, challenges, and highlights.
- 8.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15<sup>th</sup>) day of the following month.
- 8.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**9. Operationalization Measures**

- 9.1. The Department will monitor the contracted services by:
  - 9.1.1. Meeting with the Contractor to determine whether:
    - 9.1.1.1. Implementation milestones have been met;
    - 9.1.1.2. Staffing requirements have been met; and
    - 9.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 9.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data.
  - 9.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives;
  - 9.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 9.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 9.2.1. Barriers to progress, as identified by the Department.
  - 9.2.2. Action taken to date to address barriers.
  - 9.2.3. Future action to address barriers, with timeframes.
  - 9.2.4. Action taken to date to make progress.
  - 9.2.5. Future action to make progress, with timeframes.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

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- 9.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 9.5. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**10. Additional Terms**

- 10.1. Impacts Resulting from Court Orders or Legislative Changes
  - 10.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 10.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
  - 10.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 10.3. Credits and Copyright Ownership
  - 10.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
  - 10.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
  - 10.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

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- 10.3.3.1. Brochures.
- 10.3.3.2. Resource directories.
- 10.3.3.3. Protocols or guidelines.
- 10.3.3.4. Posters.
- 10.3.3.5. Reports.
- 10.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 10.4. Operation of Facilities: Compliance with Laws and Regulations
  - 10.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**11. Records**

- 11.1. The Contractor shall keep records that include, but are not limited to:
  - 11.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 11.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards,

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

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payrolls, and other records requested or required by the Department.

- 11.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 11.1.4. Medical records on each patient/recipient of services.
- 11.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however; that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 94%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN B09SM083987.
  - 1.2. 6% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Except for incentive payments described in Section 4 below, payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget.
  - 3.1. The Contractor shall ensure flexible funding expenditures incurred are:
    - 3.1.1. Used to directly support the needs of the client when no other funds are not available;
    - 3.1.2. Used for one-time expenses tangible in nature;
    - 3.1.3. Directly allocable to the work performed under this Agreement;
    - 3.1.4. Appropriate in amount and nature, as determined by the Department; and
    - 3.1.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
4. The Contractor shall be eligible to receive incentive payments in an amount not to exceed \$12,994 upon achieving the Incentive Payment Goals as described below in Table 1. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C**

**Table 1**

#	Eligibility Period	Incentive Payment Goal	Percentage of Total Incentive Payments
1	January - March 2022	CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	50%
2	April - June 2022	Improvement in post-discharge appointment measures, as determined by the Department in collaboration with the CMHCs.  CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	25%  25%

5. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
  - 5.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 5.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 5.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 5.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
  
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

SS-2022-DBH-06-OPERA-03

Mental Health Center of Greater Manchester, Inc.

Contractor Initials

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Date 10/4/2021

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C**

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Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
13. Audits
  - 13.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

SS-2022-DBH-06-OPERA-03

Mental Health Center of Greater Manchester, Inc.

Contractor Initials

WR

Date 10/4/2021

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C**

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- 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: The Mental Health Center of Greater Manchester, Inc.  
 Budget Request for: Operationalization of the Critical Time Intervention Program  
 Budget Period: 11/01/2021 to 07/31/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DS013 contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	178,333.00	12,803.00	191,136.00	-	-	-	178,333.00	12,803.00	191,136.00
2. Employee Benefits	44,917.00	4,492.00	49,409.00	-	-	-	44,917.00	4,492.00	49,409.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-
7. Contingency	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Printing	-	-	-	-	-	-	-	-	-
Supplies/Supplies	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software - System Upgrade Funds	2,500.00	-	2,500.00	-	-	-	2,500.00	-	2,500.00
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	2,750.00	-	2,750.00	-	-	-	2,750.00	-	2,750.00
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific detail numbers)	-	-	-	-	-	-	-	-	-
Flexible Funding	5,333.00	-	5,333.00	-	-	-	5,333.00	-	5,333.00
Incentive Payments	12,984.00	-	12,984.00	-	-	-	12,984.00	-	12,984.00
Recruiting and Hiring Costs	8,750.00	-	8,750.00	-	-	-	8,750.00	-	8,750.00
TOTAL	293,677.00	17,295.00	310,972.00	-	-	-	293,677.00	17,295.00	310,972.00

Indirect As A Percent of Direct: 5.9%

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

- 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

10/4/2021

Date

DocuSigned by:

William Rider

Name: WILLIAM RIDER

Title: President/CEO

New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law, 101-121, Government-wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

10/4/2021

Date

DocuSigned by:

*William Rider*

Name: William Rider

Title: President/CEO

DS  
WR

Vendor Initials

Date 10/4/2021

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction; in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

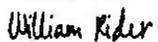
**LOWER TIER COVERED TRANSACTIONS**

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

10/4/2021

Date

DocuSigned by:  
  
 Name: William Rider  
 Title: President/CEO

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/4/2021

Date

DocuSigned by:

William Rider

Name: William Rider

Title: President/CEO

Exhibit G

Contractor Initials

WR

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

10/4/2021

Date

DocuSigned by:

*William Rider*

Name: WILLIAM RIDER

Title: President/CEO

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New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information; 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 1 of 6

Contractor Initials

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Date 10/4/2021

New Hampshire Department of Health and Human Services



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials WR

Date 10/4/2021

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations, to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

3/2014

Contractor Initials

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Date 10/4/2021

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

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Date: 10/4/2021

New Hampshire Department of Health and Human Services



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) t, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State by:

Katja Fox

Signature of Authorized Representative

katja fox

Name of Authorized Representative  
director

Title of Authorized Representative

10/4/2021

Date

The Mental Health Center of Greater Manchester

Name of the Contractor

William Rider

Signature of Authorized Representative

william rider

Name of Authorized Representative

President/CEO

Title of Authorized Representative

10/4/2021

Date

WR

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

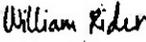
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/4/2021

Date

DocuSigned by:  
  
 Name: William Rider  
 Title: President/CEO

Contractor Initials   
 Date 10/4/2021



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073-978280

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any State of New Hampshire Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the Confidential Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects, maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

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New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



- and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
  14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
  15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
  16. The Contractor must ensure that all End Users:
    - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    - b. safeguard this information at all times.
    - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
    - e. limit disclosure of the Confidential Information to the extent permitted by law.
    - f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
    - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS Privacy Officer: [DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov)
- B. DHHS Security Officer: [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and West Central Services, Inc: DBA West Central Behavioral Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 27, 2021, (Item #15), as amended on April 6, 2022, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,250,961
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit B, Amendment #1, Scope of Services by replacing in its entirety with Exhibit B Amendment #2, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Amendment #1, Payment Terms, by replacing in its entirety with Exhibit C Amendment #2, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-3, Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Budget, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/23/2023

Date

DocuSigned by:

*Katja S. Fox*

600006004C82443

Name: Katja S. Fox

Title: Director

West Central Services, Inc. DBA West Central Behavioral  
Health

5/23/2023

Date

DocuSigned by:

*Roger Osmun*

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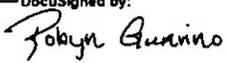
Name: Roger Osmun

Title: president and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/24/2023  
\_\_\_\_\_  
Date

DocuSigned by:  
  
748734844041480  
\_\_\_\_\_  
Name: Robyn Guarino  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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**Scope of Services**

**1. Statement of Work – All Regions**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning back into their community from:
  - 1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and
  - 1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 2 for individuals who meet criteria as they relate to the transition, as determined by the Department.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews, and revise policies and procedures as identified by the Contractor, and as mutually agreed upon by the Contractor and the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;
  - 1.8.2. Progress; and
  - 1.8.3. Opportunities.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure the EHR has capacity to capture information regarding:
  - 1.9.1. Referrals;
  - 1.9.2. Discharge;
  - 1.9.3. Assessments;
  - 1.9.4. Care plans;
  - 1.9.5. All interactions between CTI program and the individual;
  - 1.9.6. Hospitalizations; and
  - 1.9.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall participate in continuous quality improvement exercises to ensure the accuracy, completeness, and timely submission of CTI data to the Department.
- 1.11. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.12. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.13. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.13.1. New Hampshire Hospital and all of the DRFs, statewide.
  - 1.13.2. Community Mental Health Centers, statewide.
  - 1.13.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.13.4. Landlords.
  - 1.13.5. Local Businesses.
  - 1.13.6. Community Action Program agencies.
  - 1.13.7. Peer Support Agencies.
  - 1.13.8. Educational Institutions.
  - 1.13.9. Public Assistance Agencies.
  - 1.13.10. Local Welfare Offices.
  - 1.13.11. Public Health Departments.
  - 1.13.12. Transportation providers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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- 1.13.13. Churches.
- 1.13.14. Refugee associations.
- 1.13.15. Health clubs.
- 1.13.16. Other social support organizations.
- 1.14. The Contractor shall take all necessary action to support the individual with connecting to the community support providers identified in the discharge plan.
- 1.15. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.15.1. Emergency Department visits.
  - 1.15.2. Inpatient services to resolve crisis as they arise.
  - 1.15.3. Supplementary crisis programs, as needed and determined by the Contractor.
  - 1.15.4. Rapid Response.
- 1.16. If an individual experiences a re-admittance, and is no longer able to participate in CTI, the Contractor shall ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

**2. Pre-CTI Services**

- 2.1. The Contractor shall provide Pre-CTI supports and services for the period after an individual is referred, and before that individual is discharged from an inpatient behavioral health setting. The Contractor shall ensure:
  - 2.1.1. Individuals meet the current referral criteria as approved by the Department.
- 2.2. During the Pre-CTI phase, the Contractor shall obtain consent from the individual to participate in the CTI program.
- 2.3. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 2.3.1. Schedule an appointment with the individual within one (1) business day of receiving a referral for services; and
  - 2.3.2. Meet with the individual as often as needed to:
    - 2.3.2.1. Assess their needs; and
    - 2.3.2.2. Develop a CTI Phase Plan that supports a successful discharge.
- 2.4. The Contractor shall conduct an assessment of the individual's needs using

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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tools pre-approved by the Department, to:

- 2.4.1. Review the individual's treatment history;
- 2.4.2. Identify existing community supports; and
- 2.4.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
  - 2.4.3.1. Income.
  - 2.4.3.2. Access to health care, including:
    - 2.4.3.2.1. Health care services;
    - 2.4.3.2.2. Mental health services;
    - 2.4.3.2.3. Substance Use Disorder and Recovery Support Services; and
    - 2.4.3.2.4. Insurance coverage.
  - 2.4.3.3. Diet and exercise.
  - 2.4.3.4. Education.
  - 2.4.3.5. Employment.
  - 2.4.3.6. Family and social supports.
  - 2.4.3.7. Housing arrangements.
- 2.5. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:
  - 2.5.1. Documenting the individual's recovery and transition goals;
  - 2.5.2. Identifying supports and services to assist the individual with transition back into the community;
  - 2.5.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
    - 2.5.3.1. Housing supports.
    - 2.5.3.2. Mental health services.
    - 2.5.3.3. Primary care health services.
    - 2.5.3.4. Transportation supports.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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- 2.5.3.5. Child care supports.
- 2.5.3.6. Educational programs and supports.
- 2.5.3.7. Employment supports.
- 2.5.3.8. Family, friends, and peers.
- 2.5.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 2.5.5. Identifying barriers to success; and
- 2.5.6. Providing assistance with barrier resolution.

**3. Phase One (1) CTI Services**

- 3.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 3.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 3.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 3.2.1.1. Health care appointments.
    - 3.2.1.2. Mental health appointments.
    - 3.2.1.3. Recovery and substance use treatment sessions.
    - 3.2.1.4. Dental appointments.
    - 3.2.1.5. Other appointments relative to life skills.
  - 3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 3.2.4. Attending meetings or appointments as requested by the individual.
- 3.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 3.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**4. Phase Two (2) CTI Services**

- 4.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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- 4.2. The Contractor shall reassess the individual's needs and update the Phase Plan.
- 4.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 4.3.2. Assisting with self-advocacy.
- 4.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 4.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 4.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 4.7.1. Faith and/or spiritual programs.
  - 4.7.2. Physical fitness programs.
  - 4.7.3. Social clubs.
  - 4.7.4. Creative art programming.
  - 4.7.5. Education.
  - 4.7.6. Employment.
- 4.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**5. Phase Three (3) CTI Services**

- 5.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 5.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 5.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 5.3.1. Developing a long-term plan to:
    - 5.3.1.1. Manage their support network independently; and

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 5.3.1.2. Achieve recovery goals that remain outstanding.
- 5.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 5.5. The Contractor shall facilitate a final meeting with the individual to:
  - 5.5.1. Acknowledge achievements over the past 9 months; and
  - 5.5.2. Ensure the individual can function independently with their support network.
- 5.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
  - 5.6.1. The individual's recovery and transition goals;
  - 5.6.2. The steps the individual made that indicate their ability to manage their support network independently;
  - 5.6.3. The individual's experience in CTI;
  - 5.6.4. Initial Risk Assessment;
  - 5.6.5. Barriers to the Intervention; and
  - 5.6.6. A summary of the CTI Intervention.

**6. CTI Program Inactive, Reactivated and Closed Statuses**

- 6.1. The Contractor shall maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:
  - 6.1.1. Inactive Status
    - 6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement [defined as at least two (2) attempts by phone or in-person per week] for three (3) weeks occurs, the individual shall be considered inactive.
    - 6.1.1.2. The CTI Coach shall notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.
    - 6.1.1.3. The CTI Supervisor shall:
      - 6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;
      - 6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

case at the completion of nine (9) months [defined as from the day of initial discharge]; and

6.1.1.3.3. Note the individual did not complete the program in the EHR.

6.1.2. Reactivated Status

6.1.2.1. An individual shall be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

6.1.2.2. Once the individual is reactivated, the CTI Supervisor shall reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

6.1.2.3. The reactivated individual shall continue the CTI program according to the initial 9-month timeline based on their date of discharge.

6.1.2.4. The CTI Coach shall update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

6.1.2.5. The individual shall be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

6.1.3. Closed Status

6.1.3.1. An individual shall be considered closed if the individual:

6.1.3.1.1. Moved out of state, or the catchment area;

6.1.3.1.2. Passed away;

6.1.3.1.3. Declines participation in CTI following initial engagement;

6.1.3.1.4. Is hospitalized for an extended period of time as determined by the Contractor;

6.1.3.1.5. Transferred to an Assertive Community Treatment (ACT) Team;

6.1.3.1.6. Is incarcerated; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

6.1.3.1.7. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's client closing policy.

6.1.3.2. The CTI Coach shall update the EHR to indicate the closed status.

6.1.3.3. The CTI Supervisor shall remove the individual from the CTI Coach's caseload.

6.1.3.4. If the individual becomes eligible for CTI again, the Contractor shall ensure they are allowed to receive the service.

## **7. CTI Supervisory Scope of Work**

7.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

7.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:

7.2.1. Weekly documentation on required forms that include the:

7.2.1.1. Weighted caseload tracker;

7.2.1.2. Phase date form; and

7.2.1.3. CTI Team Supervision form; and

7.2.2. CTI worker's fidelity efforts; and

7.2.3. CTI worker's barriers to securing community services and supports for CTI participants.

7.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

## **8. Flexible Needs**

8.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:

8.1.1. Groceries.

8.1.2. Transportation.

8.1.3. Childcare.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

- 8.1.4. Short-term housing costs, such as security deposits or utility bills.
- 8.1.5. Clothing appropriate for cold weather, job interviews, or work.
- 8.1.6. Other uses pre-approved in writing by the Department.

**9. Staffing**

- 9.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 9.1.1. Two (2) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 9.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 9.2. 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.
- 9.3. The Contractor shall ensure all CTI staff:
  - 9.3.1. Complete the CTI model training; and
  - 9.3.2. Attend regular Community of Practice (CoP) meetings.
- 9.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 9.4.1. A two (2) day CTI worker training;
  - 9.4.2. A one (1) day CTI supervisor training;
  - 9.4.3. A two (2) day Train-the-Trainer training;
  - 9.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 9.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 9.4.5.1. Motivational Interviewing.
    - 9.4.5.2. Harm reduction.
    - 9.4.5.3. Trauma Informed Care.
    - 9.4.5.4. Setting boundaries.

**10. Exhibits Incorporated**

- 10.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

---

has been executed by the parties.

- 10.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 10.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**11. Reporting Requirements**

- 11.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 11.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
  - 11.2.1. Implementation milestones that include but are not limited to:
    - 11.2.1.1. Hiring, onboarding, and training of staff.
    - 11.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRFs.
    - 11.2.1.3. Open enrollment.
    - 11.2.1.4. Community engagement activities for individual resource development.
    - 11.2.1.5. Training of CMHC clinical staff on the CTI Program.
    - 11.2.1.6. The development of an internal process for communication and coordination between agency services.
    - 11.2.1.7. CTI program improvement efforts.
    - 11.2.1.8. CTI implementation fidelity self-Assessment outcomes.
    - 11.2.1.9. Barriers, challenges, and highlights.
- 11.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15<sup>th</sup>) day of the following month.
- 11.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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**12. Operationalization Measures**

- 12.1. The Department will monitor the contracted services by:
  - 12.1.1. Meeting with the Contractor to determine whether:
    - 12.1.1.1. Implementation milestones have been met;
    - 12.1.1.2. Staffing requirements have been met; and
    - 12.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 12.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;
  - 12.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
  - 12.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 12.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 12.2.1. Barriers to progress, as identified by the Department.
  - 12.2.2. Action taken to date to address barriers.
  - 12.2.3. Future action to address barriers, with timeframes.
  - 12.2.4. Action taken to date to make progress.
  - 12.2.5. Future action to make progress, with timeframes.
- 12.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 12.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 12.4.1. Operational workflows;
  - 12.4.2. CTI policies and procedures;
  - 12.4.3. Encounter notes on required forms; and
  - 12.4.4. Phoenix data entry.
- 12.5. The Contractor may be required to provide other key data and metrics to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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Department, including client-level demographic, performance, and service data.

- 12.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 12.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 12.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**13. Additional Terms**

- 13.1. Impacts Resulting from Court Orders or Legislative Changes
  - 13.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 13.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
  - 13.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 13.3. Credits and Copyright Ownership
  - 13.3.1. All documents, notices, press releases, research reports and other materials, prepared during or resulting from the performance of the services of the Agreement, that are publicly distributed, shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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- 13.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 13.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 13.3.3.1. Brochures.
  - 13.3.3.2. Resource directories.
  - 13.3.3.3. Protocols or guidelines.
  - 13.3.3.4. Posters.
  - 13.3.3.5. Reports.
- 13.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 13.4. Operation of Facilities: Compliance with Laws and Regulations
  - 13.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**14. Records**

- 14.1. The Contractor shall keep records that include, but are not limited to:
  - 14.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 14.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment # 2**

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Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

14.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

14.1.4. Medical records on each patient/recipient of services.

14.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 72.29% General funds.
  - 1.2. 21.32%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, Assistance Listing Number 93.958, FAIN B09SM083987.
  - 1.3. 6.39% Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021; by the Centers for Disease Control and Prevention, Assistance Listing Number 93.354, FAIN NU90TP922144.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective July 1, 2023, except for a) Contingency Funds described in Subsection 2.5 and b) Incentive Payments described in Subsection 2.6; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.3.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.3.1.1, Rate Table, which are rates set for the term of the contract.

**2.3.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI (Phases 1-3)	\$370.91	Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	Paid once per individual, per month, not to exceed nine (9) consecutive months.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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- 2.3.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #2, Scope of Services, which include:
- 2.3.2.1. CTI worker salaries and benefits;
  - 2.3.2.2. CTI supervisor salaries and benefits; and
  - 2.3.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.3.3. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.3.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-3, Budget, Amendment #2 through Exhibit C-4, Budget, Amendment #2 over the term of the Agreement.
- 2.3.4. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1., and the actual amounts of expenses incurred.
  - 2.3.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.3.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.
- 2.3.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table<sup>s</sup> in

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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Subparagraph 2.3.1.1 have been met for each individual identified on the invoice.

- 2.3.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.3.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.4. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-3, Budget, Amendment #2 through Exhibit C-4, Budget, Amendment #2. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.4.1. Used to directly support the needs of the client when no other funds are available;
  - 2.4.2. Used for one-time expenses tangible in nature;
  - 2.4.3. Not disbursed as gift cards or gift certificates;
  - 2.4.4. Directly allocable to the work performed under this Agreement;
  - 2.4.5. Appropriate in amount and nature, as determined by the Department; and
  - 2.4.6. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.5. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$50,000 for SFY 2024 and \$50,000 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:
- 2.5.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and
  - 2.5.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-3, Budget, Amendment #2 through Exhibit C-4, Budget, Amendment #2, and meet criteria as outlined by the Department at the time of application.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

2.6. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 1 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$221,525 for SFY 2024 and \$204,103 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

2.6.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

2.6.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2025. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

2.6.3. **Table 1**

#	Incentive Payment Goal	Total Incentive Payments
1	For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments.	\$350 per individual
2	For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments.	\$500 per individual

2.6.4. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

2.6.5. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2024 through 2025; and/or seven (7) months of active participation and two (2) months of inactive participation.

2.6.6. The incentive target shall be available on:

2.6.6.1. A quarterly basis per SFY 2024 and SFY 2025, until the statewide total price limitation is reached each SFY; and based on:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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2.6.6.1.1. Data submitted by the Contractor via the Phoenix reporting system.

2.6.7. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
  - 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 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.

10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.

11. Audits

11.1. The Contractor must email an annual audit to: Denise.J.Daigneault@dhhs.nh.gov if any of the following conditions exist:

11.1.1. 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.

11.1.2. 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.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3. 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.

11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

DS  
RD

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment # 2**

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financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-3 Budget, Amendment 2

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: West Central Services, Inc. DBA West Central Behavioral Health

Budget Request for: Operationalization of the Critical Time Intervention Pilot Program

Budget Period: 7/1/2023 to 6/30/2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (specific details mandatory):	\$	\$	\$	\$	\$	\$	\$	\$	\$
Flex Funds (pre approval needed)	\$	4,000.00	\$	\$	\$	\$	\$	4,000.00	\$
Incentive Payments (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$
Per Diem Expenses	\$	184,906.00	\$	\$	\$	\$	\$	184,906.00	\$
Contingency Exp. (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>	\$	<b>188,906.00</b>	\$	\$	\$	\$	\$	<b>188,906.00</b>	\$

Indirect As A Percent of Direct 0.0%

Exhibit C-4 Budget, Amendment 2

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: West Central Services, Inc. DBA West Central Behavioral Health

Budget Request for: Operationalization of the Critical Time Intervention Pilot Program

Budget Period: 7/1/2024 to 6/30/2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$		\$	\$		\$	\$		\$
2. Employee Benefits	\$		\$	\$		\$	\$		\$
3. Consultants	\$		\$	\$		\$	\$		\$
4. Equipment:	\$		\$	\$		\$	\$		\$
Rental	\$		\$	\$		\$	\$		\$
Repair and Maintenance	\$		\$	\$		\$	\$		\$
Purchase/Depreciation	\$		\$	\$		\$	\$		\$
5. Supplies:	\$		\$	\$		\$	\$		\$
Educational	\$		\$	\$		\$	\$		\$
Lab	\$		\$	\$		\$	\$		\$
Pharmacy	\$		\$	\$		\$	\$		\$
Medical	\$		\$	\$		\$	\$		\$
Office	\$		\$	\$		\$	\$		\$
6. Travel	\$		\$	\$		\$	\$		\$
7. Occupancy	\$		\$	\$		\$	\$		\$
8. Current Expenses	\$		\$	\$		\$	\$		\$
Telephone	\$		\$	\$		\$	\$		\$
Postage	\$		\$	\$		\$	\$		\$
Subscriptions	\$		\$	\$		\$	\$		\$
Audit and Legal	\$		\$	\$		\$	\$		\$
Insurance	\$		\$	\$		\$	\$		\$
Board Expenses	\$		\$	\$		\$	\$		\$
9. Software - System Upgrade Funds	\$		\$	\$		\$	\$		\$
10. Marketing/Communications	\$		\$	\$		\$	\$		\$
11. Staff Education and Training	\$		\$	\$		\$	\$		\$
12. Subcontracts/Agreements	\$		\$	\$		\$	\$		\$
13. Other (specific details mandatory):	\$		\$	\$		\$	\$		\$
Flex Funds (pre approval needed)	\$	4,000.00	\$	\$		\$	\$	4,000.00	\$
Incentive Payments (pre approval needed)	\$		\$	\$		\$	\$		\$
Per Diem Expenses	\$	184,906.00	\$	\$		\$	\$	184,906.00	\$
Contingency Exp. (pre approval needed)	\$		\$	\$		\$	\$		\$
TOTAL	\$	188,906.00	\$	\$		\$	\$	188,906.00	\$

Indirect As A Percent of Direct 0.0%

# 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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State





# 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).**

<b>PRODUCER</b> Hays Companies, Inc. 980 Washington St., Suite 325 Dedham MA 02026	<b>CONTACT NAME:</b> Colin Quirk <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> Colin.Quirk@bbrown.com																					
<b>INSURED</b> West Central Behavioral Health 85 Mechanic Street Suite C2-1, Box A-10 Lebanon NH 03766	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: Technology Insurance Company, Inc.</td> <td style="text-align: center;">42376</td> </tr> <tr> <td colspan="2">INSURER B:</td> <td></td> </tr> <tr> <td colspan="2">INSURER C:</td> <td></td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Technology Insurance Company, Inc.		42376	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A: Technology Insurance Company, Inc.		42376																				
INSURER B:																						
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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ _____ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TWC4269617	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

<b>CERTIFICATE HOLDER</b> State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <hr/> AUTHORIZED REPRESENTATIVE James Hays/RASTAP
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Effective Date:  
May 15, 2018

### **Mission**

West Central Behavioral Health's mission is to promote the health and quality of life of individuals, families and communities by providing treatment for mental illness and substance use disorders, while helping to reduce the stigma associated with these challenging conditions.

**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

Page

**INDEPENDENT AUDITOR'S REPORT**

**FINANCIAL STATEMENTS**

Statements of Financial Position	1
Statements of Operations	2
Statements of Cash Flows	3
Notes to Financial Statements	4

**SUPPLEMENTARY INFORMATION**

Analysis of Client Service Fees	16
Analysis of BBH Revenues and Receivables	17
Statement of Functional Revenues	18
Statement of Functional Expenses	19



**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.

TO THE BOARD OF DIRECTORS

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
Page 2

### **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.



St. Albans, Vermont  
September 18, 2022

## West Central Services, Inc. d/b/a West Central Behavioral Health

## STATEMENTS OF FINANCIAL POSITION

June 30,

	<u>ASSETS</u>	
	<u>2022</u>	<u>2021</u>
<b>CURRENT ASSETS</b>		
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	<u>6,478,926</u>	<u>4,451,796</u>
PROPERTY & EQUIPMENT, NET	<u>664,481</u>	<u>610,970</u>
<b>OTHER ASSETS</b>		
Investment in Behavioral Information Systems	-	114,876
Deposits	26,880	26,880
TOTAL OTHER ASSETS	<u>26,880</u>	<u>141,756</u>
TOTAL ASSETS	<u>\$ 7,170,287</u>	<u>\$ 5,204,522</u>
	<u>LIABILITIES AND NET ASSETS</u>	
<b>CURRENT LIABILITIES</b>		
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	<u>1,052,341</u>	<u>676,432</u>
LONG-TERM DEBT, less current portion	<u>543,715</u>	<u>543,715</u>
TOTAL LIABILITIES	<u>1,596,056</u>	<u>1,220,147</u>
<b>NET ASSETS</b>		
Net Assets without donor restrictions	5,358,067	3,852,679
Net Assets with donor restrictions	216,164	131,696
TOTAL NET ASSETS	<u>5,574,231</u>	<u>3,984,375</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 7,170,287</u>	<u>\$ 5,204,522</u>

See Accompanying Notes to Financial Statements.

## West Central Services, Inc. d/b/a West Central Behavioral Health

## STATEMENTS OF OPERATIONS

For the Years Ended June 30,

	2022			2021
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	Total	
<b>PUBLIC SUPPORT AND REVENUES</b>				
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	<u>2,167,697</u>	<u>84,468</u>	<u>2,252,165</u>	<u>1,669,703</u>
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	<u>9,334,518</u>	<u>-</u>	<u>9,334,518</u>	<u>9,168,068</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>11,502,215</u>	<u>84,468</u>	<u>11,586,683</u>	<u>10,837,771</u>
<b>EXPENSES</b>				
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
<b>TOTAL EXPENSES</b>	<u>9,863,208</u>	<u>-</u>	<u>9,863,208</u>	<u>10,437,148</u>
<b>CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES</b>	<u>1,639,007</u>	<u>84,468</u>	<u>1,723,475</u>	<u>400,623</u>
<b>OTHER INCOME</b>				
Forgiveness of Debt - PPP income	-	-	-	1,273,300
Investment Income	(133,619)	-	(133,619)	149,226
<b>TOTAL OTHER INCOME</b>	<u>(133,619)</u>	<u>-</u>	<u>(133,619)</u>	<u>1,422,526</u>
<b>TOTAL INCREASE IN NET ASSETS</b>	<u>1,505,388</u>	<u>84,468</u>	<u>1,589,856</u>	<u>1,823,149</u>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>3,852,679</u>	<u>131,696</u>	<u>3,984,375</u>	<u>2,161,226</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 5,358,067</u>	<u>\$ 216,164</u>	<u>\$ 5,574,231</u>	<u>\$ 3,984,375</u>

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,

	<u>2022</u>	<u>2021</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
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
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>1,969,408</u>	<u>1,075,160</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
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)
<b>NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES</b>	<u>119,696</u>	<u>(620,101)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds on line of credit	94,168	93,101
Repayment on line of credit	(94,168)	(93,101)
Repayment of notes payable	-	(400)
<b>NET CASH USED BY FINANCING ACTIVITIES</b>	<u>-</u>	<u>(400)</u>
<b>NET INCREASE IN CASH</b>	2,089,104	454,659
<b>CASH AT BEGINNING OF YEAR</b>	<u>2,482,209</u>	<u>2,027,550</u>
<b>CASH AT END OF YEAR</b>	<u>\$ 4,571,313</u>	<u>\$ 2,482,209</u>
<b>SUPPLEMENTAL DISCLOSURE</b>		
Cash paid during the year for interest	<u>\$ 9</u>	<u>\$ 9</u>

See Accompanying Notes to Financial Statements.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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 charge 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.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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 31<sup>st</sup>; 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.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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	<u>961,700</u>
 Financial assets available within one year for general expenditures	 <u>\$ 6,253,646</u>

Restricted deposits, and reserves are restricted for specific purposes and therefore are not available for general expenditures. Investments in real estate and partnerships are not included as they are not considered to be available within one year.

As part of the Center's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

NOTE 4 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
ACCOUNTS RECEIVABLE - TRADE		
Medicaid	\$ 333,625	\$ 255,344
Medicare	18,363	40,897
Third party insurance companies.	111,992	171,130
Clients	<u>48,263</u>	<u>96,069</u>
	512,243	563,440
Allowance for doubtful accounts	<u>(157,842)</u>	<u>(211,562)</u>
	<u>\$ 354,401</u>	<u>\$ 351,878</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

NOTE 4 ACCOUNTS RECEIVABLE (continued)

Other accounts receivable of the Center consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
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	<u>-</u>	<u>1,654</u>
	<u>\$ 366,232</u>	<u>\$ 309,312</u>

NOTE 5 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

	<u>2022</u>	<u>2021</u>
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	<u>16,905</u>	<u>-</u>
	1,373,529	1,639,509
Accumulated Depreciation	<u>(709,048)</u>	<u>(1,028,539)</u>
NET BOOK VALUE	<u>\$ 664,481</u>	<u>\$ 610,970</u>

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,:

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

NOTE 6 INVESTMENTS (continued)

<u>2022</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	<u>\$ 830,956</u>	<u>\$ 130,744</u>	<u>\$ 961,700</u>
<u>2021</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	<u>\$ 793,461</u>	<u>\$ 305,324</u>	<u>\$ 1,098,785</u>

Investment income consisted of the following at June 30,:

	<u>2022</u>	<u>2021</u>
Interest and dividends	\$ 19,967	\$ 15,396
Realized gains	20,994	7,857
Unrealized gains (losses)	<u>(174,580)</u>	<u>125,973</u>
	<u>\$ (133,619)</u>	<u>\$ 149,226</u>
	<u>2022</u>	<u>2021</u>
Investments in Behavioral Information Systems, LLC	<u>\$ -</u>	<u>\$ 114,876</u>

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested \$88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 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.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
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:

	<u>2022</u>	<u>2021</u>
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
	<u>\$ 381,415</u>	<u>\$ 229,628</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

NOTE 9 LONG-TERM DEBT

Long-term debt consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
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	<u>          -</u>	<u>          -</u>
	<u>\$ 543,715</u>	<u>\$ 543,715</u>

Aggregate principal payments on long-term debt due within the next five years and in the aggregate are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	\$ -
2024	-
2025	-
2026	-
2027	-
Thereafter	<u>543,715</u>
	<u>\$ 543,715</u>

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.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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 reinstated 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:

	<u>2022</u>	<u>2021</u>
Due from clients	9 %	17 %
Insurance companies	22	30
Medicaid	65	46
Medicare	<u>4</u>	<u>7</u>
	<u>100 %</u>	<u>100 %</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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	<u>280,108</u>
	<u>\$ 2,387,284</u>

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,:

	<u>2022</u>	<u>2021</u>
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	<u>13,315</u>	<u>8,553</u>
	<u>\$ 216,164</u>	<u>\$ 131,696</u>

The amounts above are temporarily restricted and the restricted net assets will become unrestricted once the restrictive purposes have been satisfied.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

**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

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances &amp; Discounts</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
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	<u>40,897</u>	<u>654,401</u>	<u>(451,950)</u>	<u>(224,985)</u>	<u>18,363</u>
TOTALS	<u>\$ 563,440</u>	<u>\$ 10,807,136</u>	<u>\$ (2,314,231)</u>	<u>\$ (8,544,102)</u>	<u>\$ 512,243</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
**ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES**  
For the Year Ended June 30, 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	<u>\$ 121,195</u>	<u>\$ 1,040,394</u>	<u>\$ (1,062,167)</u>	<u>\$ 99,422</u>

Analysis of Receipts Date of Receipt <u>Deposit Date</u>	<u>Amount</u>
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
	<u>\$ 1,062,167</u>

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
<b>Program Services Fees</b>												
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
<b>Public Support - Other</b>												
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
<b>BBH</b>												
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
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<b>\$ 11,586,683</b>	<b>\$ 11,586,683</b>	<b>\$ 2,324,305</b>	<b>\$ 85,721</b>	<b>\$ 4,201,039</b>	<b>\$ 692,663</b>	<b>\$ 1,285,450</b>	<b>\$ 2,145,548</b>	<b>\$ 145,272</b>	<b>\$ 343,478</b>	<b>\$ 363,207</b>	<b>\$ 10,837,771</b>

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
<b>Personnel Costs:</b>													
Salary & Wages	\$ 6,232,393	\$ 560,566	\$ 5,671,827	\$ 1,546,846	\$ 61,602	\$ 1,862,896	\$ 390,975	\$ 648,417	\$ 764,562	\$ 140,028	\$ 48,020	\$ 208,681	\$ 6,578,835
Employee Benefits	725,730	46,047	679,683	178,248	10,879	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	18,610	459,459
<b>Professional Fees:</b>													
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
<b>Staff Devel. &amp; Training:</b>													
Staff Development	19,801	9,546	10,255	5,193	13	1,273	795	311	-	1,037	499	1,134	25,396
<b>Occupancy Costs:</b>													
Rent	869,593	22,000	847,593	166,160	12,893	168,056	45,318	27,980	120,800	19,897	259,137	29,352	902,487
Other Utilities	86,857	-	86,857	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	38,000	-	38,000	-	-	-	-	-	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	234,658
<b>Consumable Supplies:</b>													
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	43,666	834	-	499	84,839
Advertising	32,770	-	32,770	9,329	287	13,301	1,824	573	8,781	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
<b>Transportation:</b>													
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
<b>Insurance:</b>													
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
<b>TOTAL EXPENSES</b>	<b>9,863,208</b>	<b>799,946</b>	<b>9,063,262</b>	<b>2,404,843</b>	<b>106,158</b>	<b>2,863,987</b>	<b>605,302</b>	<b>838,058</b>	<b>1,369,063</b>	<b>229,626</b>	<b>332,906</b>	<b>313,319</b>	<b>10,437,148</b>
Administrative Allocation	-	(799,946)	799,946	233,553	10,835	228,812	78,470	52,482	94,046	35,383	15,152	51,213	-
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 9,863,208</b>	<b>\$ -</b>	<b>\$ 9,863,208</b>	<b>\$ 2,638,396</b>	<b>\$ 116,993</b>	<b>\$ 3,092,799</b>	<b>\$ 683,772</b>	<b>\$ 890,540</b>	<b>\$ 1,463,109</b>	<b>\$ 265,009</b>	<b>\$ 348,058</b>	<b>\$ 364,532</b>	<b>\$ 10,437,148</b>



**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

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## SUMMARY

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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

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- 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

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### 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

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Licensed Clinical Social Worker

1999

## PUBLICATIONS

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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
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#### 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 3<sup>rd</sup> 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 Puerperium." Psychiatry residency seminar, DHMC, April 1993.  
"Psychiatric Aspects of Abortion." Psychiatry residency seminar, DHMC, April, 1992.  
"Adult Development." Psychiatry residency seminar, DHMC, April, 1991.  
"Screening for Psychiatric 'Red Flags'." Women's Information Service (WISE), Lebanon, NH, incorporated into semiannual training program, 1991-present.

**Publications:**

Roston, D. An extraordinary team. *Community Psychiatrist. A Publication of the American Association of Community Psychiatrists.* 32:1. 12-13. April 2018.

Roston, D. Surviving suicide: a psychiatrist's journey. *Death Studies.* 41:10, 629-634. DOI: 10.1080/0748118712017.1335547. Routledge Press. 2017.  
<https://doi.org/10.1080/07481187.2017.1335547>.

Vaillant, GE, Orav, J, Meyer, S, Vaillant, L, and Roston, D. Late life consequences of affective spectrum disorder. *Intl. Psychogeriatrics* 8:1-20; 1996.

Roston, D. A Season for Family: One Physician's Choice. *Psychiatric Times.* Oct. 1993.  
Roston, D. On Studying Anatomy. *Academic Medicine.* 68:2, February 1993.

Roston, D., Lee, K., and Vaillant, GE. A Q-Sort Approach to Identifying Defenses. in Vaillant, GE, editor, *Ego Mechanisms of Defense: A Guide for Clinicians and Researchers.* Washington, DC: American Psychiatric Press, 1992.

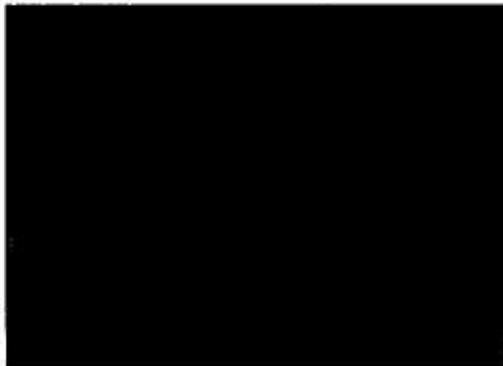
Vaillant, GE, Roston, D, and McHugo, G. An Intriguing Association Between Ancestral Mortality and Male Affective Disorder. *Archives of General Psychiatry.* 49, 709-715, 1992.

Roston, D. Acupuncture: Possible Mechanisms of Action. *The New Physician.* Jan 1985.

Roston, D., Editor, *Motherhood Symposium Proceedings.* Women's Studies Research Center, University of Wisconsin, Madison, WI. 1982.

Roston, D., and Blandford, K. Developing an Evaluation Strategy: A Client Survey Research Model. I *Info and Referral Systems.* 3:1, 1980.

Roston, D., and Blandford, K., Wisconsin Cancer Information Service User Survey Research Study. Wisconsin Clinical Cancer Center. Madison, WI. 1980.



# Debra Monk



Authorized to work in the US for any employer

## Work Experience

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### **Employment Counselor Specialist**

Southern New Hampshire Services - Claremont, NH  
February 2018 to Present

NHEP-New Hampshire Employment Program Employment Counselor Specialist

- Delivers group and one-on-one employment counseling to NHEP program participants
- Provides NHEP services with a high degree of respect for participants, sensitivity to their circumstances, and in a manner that builds self-esteem and motivation.
- Maintains the confidentiality of clients and staff in accordance with NHEP and SNHS policy and procedure .
- Exercises reasonable judgment and appropriately applies NHEP policies and procedures
- Achieves a minimum TANF Participation Rate
- Interviews, assesses, and evaluates individual service needs, strengths, and barriers.
- Develops and implements an Employability Plan for each NHEP participant and provides subsequent counseling
- Applies policies and procedures on the NHEP program as outlined in the Precision Case Management - Field Worker's Guide
- Authorizes and monitors expenditures of funds for appropriate training and support services that support the employability plan
- Develops and maintains relationships with employers, service providers, educational institutions and community organizations
- Coordinate services
- Collaborate with area and cap agencies to provide referrals and asses needs for services
- Works to assist participants with compliance in work program and implimentation of sanction when necessary
- Documents and maintains accurate case notes and individual case records using New Heights
- Works collaboratively with other team members
- Responsible for having adequate knowledge of all SNHS programs
- Attends statewide meetings and staff training sessions as requested by the Division of Family Assistance (DFA).
- Follows all SNHS & DHHS Safety policies and procedures
- Presents as a professional and positive character within office, state and community
- Performs all duties as required by SNHS and it's policies

### **Resident Services Coordinator**

Twin Pines Housing - Woodstock, VT  
November 2016 to April 2017

Assist residents with support around maintaining and sustaining permanent housing

- Assist residents with locating resources and applying for benefits, such as tri-county cap, Medicaid food stamps, childcare, etc.

- Documenting files, maintenance of files, creating new docs, Microsoft excel Microsoft office, Microsoft word,

google publisher, google docs, data entry, printer, fax, postal stamp machine, reports, etc.

- Coordination of services and resources for residents, redetermination paperwork, move in's, monthly

meetings, planning, traveling to various locations of agencies to meet with residents, outreach,

support, food

drop and pick up, etc.

### **Intern/advocate Established new format**

Umbrella Inc - Saint Johnsbury, VT

February 2015 to November 2015

for mental health providers list set up new format for pull tab flyers researched grants and funds available

recognized and proposed program proposal/research based on need of agency/clients Intern/advocate

- Established new format for mental health providers list set up new format for pull tab flyers researched grants

and funds available recognized and proposed program proposal/research based on need of agency/clients

- Domestic Violence, Sexual Assault Emergency Advocacy Referral Services Client Documentation Resource

Dissemination Private and Confidential Communications Education, Training Volunteer Emergency Crisis Line

Go outs- Police, Courts Hospitals, Community

### **Intern Advocate/ Crisis Line volunteer**

WISE of the Upper Valley - Lebanon, NH

September 2014 to February 2015

Crisis management and intervention

- Direct client contact/ client empowerment

- Emergency Legal Advocacy

- Emergency Housing Advocacy

- Domestic Violence

- Sexual Assault

- Emergency Advocacy

- Referral Services

- Client Documentation

- Resource Dissemination

- Private and Confidential Communications

Education

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## **Bachelor of Science in Human Services in Human Services**

Phoenix University Online

## **Associate in Criminal Justice in EXCELLENT COMMUNICATION SKILLS**

University of Phoenix

### **Skills**

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Social Service, Case Management, Customer Service Skills, Documentation, Organizational Skills, Outlook, Medical Terminology

### **Military Service**

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#### **Branch: Army National Guard**

Service Country: United States

Rank: Spec

October 2009 to October 2017

Commendations:

ARCOM

MFO medal

SERVICE ribbon

### **Certifications/Licenses**

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#### **Patient Administration Specialist**

West Central Behavioral Health  
CTI  
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Laurie Mudge	VP Clinical Services	\$0
Diane Roston	Medical Director	\$0
Debra Monk	CTI Coach	\$42,598



Lori A. Shibamoto  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 8, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into new **Sole Source** contracts with the vendors listed in **bold** below, which includes the option to renew for two (2) years, and amend existing contracts to expand and continue providing Critical Time Intervention services, by exercising contract renewal options by increasing the total price limitation by \$3,252,100 from \$790,341 to \$4,042,441 and extending the completion dates of the existing contracts from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. 70% Federal Funds. 30% General Funds.

The original contracts were approved by Governor and Council as indicated in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approvals
<b>Behavioral Health &amp; Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County</b>	<b>177278</b>	<b>Dover, Region 9</b>	<b>\$220,402</b>	<b>\$372,982</b>	<b>\$593,384</b>	O: 10/27/21, (Item #15)
<b>The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health</b>	<b>154112</b>	<b>Nashua, Region 6</b>	<b>\$220,402</b>	<b>\$372,982</b>	<b>\$593,384</b>	O: 10/27/21, (Item #15)
<b>The Mental Health Center of Greater Manchester, Inc.</b>	<b>177184</b>	<b>Manchester, Region 7</b>	<b>\$220,402</b>	<b>\$372,982</b>	<b>\$593,384</b>	O: 10/27/21, (Item #15)

West Central Services, Inc. DBA West Central Behavioral Health	177654	Lebanon, Region 2	\$129,135	\$218,388	\$347,521	O: 10/27/21, (Item #15)
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$0	\$349,487	\$349,487	New Sole Source
Northern Human Services	177222	Conway, Region 1	\$0	\$258,410	\$258,410	New Sole Source
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$0	\$440,564	\$440,564	New Sole Source
The Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$0	\$258,410	\$258,410	New Sole Source
Monadnock Family Services	177510	Keene, Region 5	\$0	\$258,410	\$258,410	New Sole Source
The Mental Health Center for Southern New Hampshire DBA Center for Life Management	174116	Derry, Region 10	\$0	\$349,487	\$349,487	New Sole Source
		<b>Total:</b>	<b>\$790,341</b>	<b>\$3,252,100</b>	<b>\$4,042,441</b>	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

**EXPLANATION**

A part of this request is Sole Source because the remaining six (6) of the ten (10) Community Mental Health Centers have been identified as being ready to implement the Critical Time Intervention program. The Community Mental Health Centers are designated by the Department to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule He-M 425.03.

Additionally, the original four (4) Community Mental Health Centers will continue providing Critical Time Intervention programming in order to continue addressing the needs of community

members transitioning out of inpatient behavioral health settings, with the goal of lowering readmission rates and thereby lowering readmission costs.

The purpose of this request is to ensure individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to New Hampshire Hospital and Designated Receiving Facilities, have intensive supports available that improve quality of life while mitigating readmission to psychiatric facilities. The Contractors will continue operationalizing Critical Time Intervention programs that provide intensive individual support services for individuals during the initial nine (9) months of discharge from inpatient behavioral health settings.

Approximately 900 individuals will be served during State Fiscal Years 2022 and 2023.

Critical Time Intervention is a time-limited and evidence-based practice that mobilizes community supports for vulnerable individuals during periods of transition. The Critical Time Intervention model facilitates community reintegration and continuity of care by ensuring an individual has enduring ties to their community and support systems in place.

The Contractors will continue working with the Department to establish policies relative to Critical Time Intervention programs. The Critical Time Intervention model is being introduced to the remaining six (6) Community Mental Health Centers and will ensure individuals, statewide, have access to services that support linkages to community supports and other personal supports during difficult transitions to the communities.

The Department will continue monitoring the Critical Time Intervention program by:

- Overseeing quality assurance activities and reviews of the Contractors operations to ensure compliance with the contractual objectives;
- Conducting recurring analysis of program fidelity and outcomes data; and
- Actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

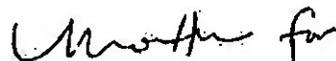
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the Department has the option to extend four (4) of the agreements for up to three (3) additional years. The Department is exercising its option to renew services for one (1) of the three (3) years available. For the six (6) new Sole Source contracts in this requested action, the Department has the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, the Department will continue to experience higher hospitalization rates, lengthier waitlists, and gaps in services that support successful reintegration of individuals into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #1B09SM083987

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette  
Commissioner

Attachment A  
Financial Details

05-95-92-920010-7877 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, OFFICE OF THE DIRECTOR (100% General Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	7,594.00	-	7,594.00
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>7,594.00</b>	<b>78,987.00</b>	<b>86,581.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		115,976.00	115,976.00
			<b>Subtotal</b>	<b>-</b>	<b>115,976.00</b>	<b>115,976.00</b>

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>-</b>	<b>78,987.00</b>	<b>78,987.00</b>

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>-</b>	<b>152,964.00</b>	<b>152,964.00</b>

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
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>-</b>	<b>78,987.00</b>	<b>78,987.00</b>

Monadnock Family Services (Vendor Code 177150-B005)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	78,987.00	78,987.00
			<b>Subtotal</b>	-	78,987.00	78,987.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	115,976.00	115,976.00
			<b>Subtotal</b>	-	115,976.00	115,976.00

<b>Total</b>				<b>46,576.00</b>	<b>1,159,756.00</b>	<b>1,206,332.00</b>
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05-95-02-922010-4120 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)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	121,541.00	-	121,541.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	121,541.00	73,995.00	195,536.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
			<b>Subtotal</b>	-	168,107.00	168,107.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	-	114,019.00	114,019.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	-	-
2023	074-500585	Grants for public assistance	92244120	-	-	-
			<b>Subtotal</b>	-	-	-

Attachment A  
Financial Details

2022	074-500585	Grants for public assistance	92244120	-	67,582.00	67,582.00
2023	074-500585	Grants for public assistance	92244120		154,614.00	154,614.00
			<b>Subtotal</b>		222,196.00	222,196.00

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
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120		73,995.00	73,995.00
			<b>Subtotal</b>		114,019.00	114,019.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120		73,995.00	73,995.00
			<b>Subtotal</b>		114,019.00	114,019.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120		114,304.00	114,304.00
			<b>Subtotal</b>		168,107.00	168,107.00

<b>Total</b>					<b>743,765.00</b>	<b>1,438,304.00</b>	<b>2,182,069.00</b>
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05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: PUBLIC HEALTH DIV OF, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, PUBLIC HEALTH CRISIS RSP-ARP (100% Federal Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<b>Subtotal</b>		65,404.00	65,404.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<b>Subtotal</b>		65,404.00	65,404.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<b>Subtotal</b>		65,404.00	65,404.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<b>Subtotal</b>		65,404.00	65,404.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

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
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

<b>Total</b>				-	654,040.00	654,040.00
<b>Grand Total</b>				790,341.00	3,252,100.00	4,042,441.00

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and West Central Services, Inc. DBA West Central Behavioral Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 27, 2021, (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$347,521
3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #1, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms by replacing in its entirety with Exhibit C, Amendment #1, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-2; Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

3/23/2022

Date

DocuSigned by:

*Katja S. Fox*

Name: Katja S. Fox

Title: director

West Central Services, Inc. DBA West Central Behavioral  
Health

3/23/2022

Date

DocuSigned by:

*Roger Osmun*

Name: Roger Osmun

Title: president and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/23/2022

Date

DocuSigned by:  
*Robyn Guarino*

748734844941480  
Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 2 for individuals who:
  - 1.2.1. Are discharged from inpatient behavioral health settings;
  - 1.2.2. Are not receiving ACT services;
  - 1.2.3. Agree to receiving CTI program services;
  - 1.2.4. Are returning to Region 2; and
  - 1.2.5. Are 18 years or older.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 1.8.2. Progress; and
- 1.8.3. Opportunities.
- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:
  - 1.9.1. Applicable EHR modifications are fully functional by January of 2022 with a submission of test data at the request of the Department; and
  - 1.9.2. The EHR has capacity to capture information regarding:
    - 1.9.2.1. Referrals;
    - 1.9.2.2. Discharge;
    - 1.9.2.3. Assessments;
    - 1.9.2.4. Care plans;
    - 1.9.2.5. All interactions between CTI program and the individual;
    - 1.9.2.6. Hospitalizations; and
    - 1.9.2.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.11. The Contractor shall document in the EHR all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
  - 1.12.2. Community Mental Health Centers, statewide.
  - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.12.4. Landlords.
  - 1.12.5. Local Businesses.
  - 1.12.6. Community Action Program agencies.
  - 1.12.7. Peer Support Agencies.
  - 1.12.8. Educational Institutions.
  - 1.12.9. Public Assistance Agencies.
  - 1.12.10. Local Welfare Offices.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 1.12.11. Public Health Departments.
- 1.12.12. Transportation providers.
- 1.12.13. Places of worship.
- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services; and
  - 1.13.2. Engage in a pre-CTI meeting with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
  - 1.14.1. Review the individual's treatment history;
  - 1.14.2. Identify existing community supports; and
  - 1.14.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
    - 1.14.3.1. Income.
    - 1.14.3.2. Access to health care, including:
      - 1.14.3.2.1. Health care services;
      - 1.14.3.2.2. Mental health services;
      - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services; and
      - 1.14.3.2.4. Insurance coverage.
    - 1.14.3.3. Diet and exercise.
    - 1.14.3.4. Education.
    - 1.14.3.5. Employment.
    - 1.14.3.6. Family and social supports.
    - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:

- 1.15.1. Documenting the individual's recovery and transition goals;
- 1.15.2. Identifying supports and services to assist the individual with transition back into the community;
- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
  - 1.15.3.1. Housing supports.
  - 1.15.3.2. Mental health services.
  - 1.15.3.3. Primary care health services.
  - 1.15.3.4. Transportation supports.
  - 1.15.3.5. Child care supports.
  - 1.15.3.6. Educational programs and supports.
  - 1.15.3.7. Employment supports.
  - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.17.1. Access to emergency department visits.
  - 1.17.2. Access to inpatient services to resolve crisis as they arise.
  - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

**2. Phase One (1) CTI Services**

- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

initial three (3) consecutive months after discharge from the inpatient behavioral health setting.

- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 2.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 2.2.1.1. Health care appointments.
    - 2.2.1.2. Mental health appointments.
    - 2.2.1.3. Recovery and substance use treatment sessions.
    - 2.2.1.4. Dental appointments.
    - 2.2.1.5. Other appointments relative to life skills.
  - 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 2.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**3. Phase Two (2) CTI Services**

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall reassess the individual's needs and update the Phase Plan, as needed.
- 3.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 3.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 3.3.2. Assisting with self-advocacy.
- 3.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 3.5. The Contractor shall decrease the frequency and duration of meetings in

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

correlation with an increase in the individual's sustainable supports.

- 3.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 3.7.1. Faith and/or spiritual programs.
  - 3.7.2. Physical fitness programs.
  - 3.7.3. Social clubs.
  - 3.7.4. Creative art programming.
  - 3.7.5. Education.
  - 3.7.6. Employment.
- 3.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**4. Phase Three (3) CTI Services**

- 4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 4.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 4.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 4.3.1. Developing a long-term plan to:
    - 4.3.1.1. Manage their support network independently; and
    - 4.3.1.2. Achieve recovery goals that remain outstanding.
- 4.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.5. The Contractor shall facilitate a final meeting with the individual to:
  - 4.5.1. Acknowledge achievements over the past 9 months; and
  - 4.5.2. Ensure the individual can function independently with their support network.
- 4.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
  - 4.6.1. The individual's recovery and transition goals;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

- 4.6.2. The steps the individual made that indicate their ability to manage their support network independently;
- 4.6.3. The individual's experience in CTI;
- 4.6.4. Initial Risk Assessment;
- 4.6.5. Barriers to the Intervention; and
- 4.6.6. Summarize CTI Intervention.

### **5. CTI Supervisory Scope of Work**

- 5.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 5.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 5.2.1. Weekly documentation on required forms that include the:
    - 5.2.1.1. Weighted caseload tracker;
    - 5.2.1.2. Phase date form; and
    - 5.2.1.3. CTI Team Supervision form; and
  - 5.2.2. CTI worker's fidelity efforts; and
  - 5.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 5.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

### **6. Flexible Needs**

- 6.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 6.1.1. Groceries.
  - 6.1.2. Transportation.
  - 6.1.3. Childcare.
  - 6.1.4. Short-term housing costs, such as security deposits or utility bills.
  - 6.1.5. Clothing appropriate for cold weather, job interviews, or work.
  - 6.1.6. Other uses pre-approved in writing by the Department.

### **7. Staffing**

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 7.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 7.1.1. Two (2) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 7.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 7.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:
  - 7.2.1. Obtain and verify a minimum of two (2) references for the individual;
  - 7.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
  - 7.2.3. Complete a criminal records check to ensure that the individual has no history of:
    - 7.2.3.1. Felony conviction; or
    - 7.2.3.2. Any misdemeanor conviction involving:
      - 7.2.3.2.1. Physical or sexual assault;
      - 7.2.3.2.2. Violence;
      - 7.2.3.2.3. Exploitation;
      - 7.2.3.2.4. Child pornography;
      - 7.2.3.2.5. Threatening or reckless conduct;
      - 7.2.3.2.6. Theft;
      - 7.2.3.2.7. Driving under the influence of drugs or alcohol; or
      - 7.2.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
  - 7.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:
    - 7.2.4.1. The individual's name is on the BEAS state registry;
    - 7.2.4.2. The individual has a record of a felony conviction; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

7.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 7.2.3.2.

7.3. The Contractor shall ensure all CTI staff:

7.3.1. Complete the CTI model training; and

7.3.2. Attend regular Community of Practice (CoP) meetings.

7.4. The Contractor shall participate in training, as requested by the Department, which includes:

7.4.1. A two (2) day CTI worker training;

7.4.2. A one (1) day CTI supervisor training;

7.4.3. A two (2) day Train-the-Trainer training;

7.4.4. A one (1) day CTI Implementation fidelity assessment training; and

7.4.5. Complementary trainings to CTI staff that include, but are not limited to:

7.4.5.1. Motivational Interviewing.

7.4.5.2. Harm reduction.

7.4.5.3. Trauma Informed Care.

7.4.5.4. Setting boundaries.

**8. Exhibits Incorporated**

8.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**9. Reporting Requirements**

9.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.

9.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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Department. The Contractor shall ensure the reporting includes, but is not limited to:

- 9.2.1. Implementation milestones that include but are not limited to:
  - 9.2.1.1. Hiring, onboarding, and training of staff.
  - 9.2.1.2. The development of a discharge process with New Hampshire Hospital and other DRF's.
  - 9.2.1.3. Open enrollment.
  - 9.2.1.4. Community engagement activities for individual resource development.
  - 9.2.1.5. Training of CMHC clinical staff on the CTI Program.
  - 9.2.1.6. The development of an internal process for communication and coordination between agency services.
  - 9.2.1.7. CTI program improvement efforts.
  - 9.2.1.8. CTI implementation fidelity self-Assessment outcomes.
  - 9.2.1.9. Barriers, challenges, and highlights.

9.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15th) day of the following month.

9.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**10. Operationalization Measures**

10.1. The Department will monitor the contracted services by:

10.1.1. Meeting with the Contractor to determine whether:

10.1.1.1. Implementation milestones have been met;

10.1.1.2. Staffing requirements have been met; and

10.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.

10.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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- 10.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
- 10.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 10.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 10.2.1. Barriers to progress, as identified by the Department.
  - 10.2.2. Action taken to date to address barriers.
  - 10.2.3. Future action to address barriers, with timeframes.
  - 10.2.4. Action taken to date to make progress.
  - 10.2.5. Future action to make progress, with timeframes.
- 10.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 10.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 10.4.1. Operational workflows;
  - 10.4.2. CTI policies and procedures;
  - 10.4.3. Encounter notes on required forms; and
  - 10.4.4. Phoenix data entry.
- 10.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 10.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 10.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 10.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

**11. Additional Terms**

**11.1. Impacts Resulting from Court Orders or Legislative Changes**

11.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**11.3. Credits and Copyright Ownership**

11.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

11.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

11.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

11.3.3.1. Brochures.

11.3.3.2. Resource directories.

11.3.3.3. Protocols or guidelines.

11.3.3.4. Posters.

11.3.3.5. Reports.

11.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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**11.4. Operation of Facilities: Compliance with Laws and Regulations**

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**12. Records**

12.1. The Contractor shall keep records that include, but are not limited to:

12.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

12.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

12.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

12.1.4. Medical records on each patient/recipient of services.

12.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT B, Amendment #1**

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and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 56.27%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN 1B09SM083987.
  - 1.2. 18.82%, Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.354, FAIN NU90TP922144.
  - 1.3. 24.91% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective October 27, 2021 through June 30, 2022, payments shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, which shall not exceed the approved line items specified in Exhibit C-1, Budget.
  - 2.4. Effective July 1, 2022, except for a) Incentive Payments described in Section 3; b) Flexible Funds described in Section 6; and c) Contingency Funds described in Section 7; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.4.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.4.1.1, Rate Table, which are rates set for the term of the contract.

**2.4.1.1. Rate Table:**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI	\$370.91	Minimum of two (2) encounters with the individual, in-person or	Paid once per <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">RD</span>

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

(Phases 1-3)	virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	individual, per month, not to exceed nine (9) consecutive months.
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- 2.4.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #1, Scope of Services, which include:
  - 2.4.2.1. CTI worker salaries and benefits;
  - 2.4.2.2. CTI supervisor salaries and benefits; and
  - 2.4.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.4.3. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
  - 2.4.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.4.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-2, Budget over the term of the Agreement.
- 2.4.4. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
  - 2.4.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1., and the actual amounts of expenses incurred.
  - 2.4.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.4.4.1. may be collected by written notice to the Contractor stating

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

payment shall be made to the Department within 30 days of notification of overpayment.

- 2.4.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table in Subparagraph 2.4.1.1 have been met for each individual identified on the invoice.
- 2.4.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.4.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.5. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-2, Budget. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.5.1. Used to directly support the needs of the client when no other funds are not available;
- 2.5.2. Used for one-time expenses tangible in nature;
- 2.5.3. Directly allocable to the work performed under this Agreement;
- 2.5.4. Appropriate in amount and nature, as determined by the Department; and
- 2.5.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.6. The Contractor shall be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement, at the Department's discretion. The Contractor shall:
- 2.6.1. Obtain pre-approval for the expenses from the Department via a form of submission satisfactory to the Department with applicable justifications; and
- 2.6.2. Ensure requests for Contingency Payments, based on extraordinary costs, do not exceed the contingency expenses line item defined in Exhibit C-2, Budget.
- 2.7. The Contractor shall be eligible to receive incentive payments in an amount not to exceed \$7,594 upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2022. The

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**Table 1**

#	Eligibility Period	Incentive Payment Goal	Percentage of Total Incentive Payments
1	January - March 2022	CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	50%
2	April - June 2022	Improvement in post-discharge appointment measures, as determined by the Department in collaboration with the CMHCs.	25%
		CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	25%

2.8. Effective July 1, 2022, the Contractor shall be eligible to receive an incentive payment in an amount not to exceed 5% of their invoicing of the per diem expense line item defined in Exhibit C-2, Budget. The Contractor shall be eligible for the incentive payment if the average graduation rate across all CTI clients enrolled during State Fiscal Year 2023 is demonstrated to be equal to or greater than 75%. For the purposes of this Subsection 2.8.:

2.8.1. "Graduated" for this incentive payment shall mean a CTI client that enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Year 2023;

2.8.2. "Enrolled" for this incentive payment shall mean any individual, discharged from a qualifying Designated Receiving Facility

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

(DRF) or New Hampshire Hospital, that entered Phase 1 of the CTI program upon their discharge, which does not include individuals who participate in Pre-CTI, but do not enter Phase 1; and

2.8.3. The incentive target shall be calculated based on:

2.8.3.1. Data submitted by the Contractor via the Phoenix reporting system; and

2.8.3.2. The calculation of the total number of graduated CTI clients during the State Fiscal Year 2023 divided by the total number of CTI clients enrolled into Phase 1 and eligible to graduate during State Fiscal Year 2023.

3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
  - 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 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.
  - 10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.
11. Audits
  - 11.1. The Contractor must email an annual audit to: melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
    - 11.1.1. 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.
    - 11.1.2. 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.
    - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Pilot Program  
EXHIBIT C, Amendment #1**

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- 11.3. 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.
- 11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-2 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: West Central Services, Inc. DBA West Central Behavioral Health

Budget Request for: Operationalization of the Critical Time Intervention Pilot Program

Budget Period: 7/1/2022 to 6/30/2023

Line Item	Total Program Cost				Contractor Share / Match				Funded by DBHS contract share			
	Direct	Indirect	Total	Match	Direct	Indirect	Total	Direct	Indirect	Total	Total	
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
5. Supplies:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Office	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Postage	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Audit and Legal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Insurance	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Bond Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
13. Other (specific details mandatory):	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Flex Funds	\$	4,000.00	\$	\$	\$	4,000.00	\$	\$	4,000.00	\$	4,000.00	
Incentive Payments	\$	9,245.00	\$	\$	\$	9,245.00	\$	\$	9,245.00	\$	9,245.00	
Per Diem Expenses	\$	195,141.00	\$	\$	\$	195,141.00	\$	\$	195,141.00	\$	195,141.00	
Contingency Expenses	\$	10,000.00	\$	\$	\$	10,000.00	\$	\$	10,000.00	\$	10,000.00	
TOTAL	\$	218,386.00	\$	\$	\$	218,386.00	\$	\$	218,386.00	\$	218,386.00	

Indirect As A Percent of Direct: 0.0%

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Lori A. Sibillette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544

Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 4, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the contractors listed below in an amount not to exceed \$790,341 to operationalize the Critical Time Intervention program that provides critical supports to individuals who are leaving inpatient behavioral health care settings and transitioning back to community settings with the option to renew for up to three (3) additional years, effective November 1, 2021 or upon Governor and Council approval, whichever is later, through June 30, 2022. 94% Federal Funds. 6% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County	177278	Dover, Region 9	\$220,402.00
The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	154112	Nashua, Region 6	\$220,402.00
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	\$220,402.00
West Central Behavioral Health	177654	Lebanon, Region 2	\$129,135.00
		<b>Total:</b>	<b>\$790,341.00</b>

Funds are available in the following accounts for State Fiscal Year 2022 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

**EXPLANATION**

This request is **Sole Source** because an assessment of the ten (10) Community Mental Health Centers identified the contractors listed above as being the most ready to implement the Critical Time Intervention program in order to better address the needs of community members; lower hospital readmission rates; and lower hospital readmission costs. The ten (10) Community Mental Health Centers are designated by the Bureau to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule He-M 425.03.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

The purpose of this request is to ensure individuals who are transitioning from Inpatient behavioral health settings, which may include but are not limited to New Hampshire Hospital and Designated Receiving Facilities, have intensive supports available that improve quality of life while mitigating readmission to more intensive services. The Contractors will operationalize Critical Time Intervention programs that provide intensive individual support services for individuals during the initial nine (9) months of discharge from Inpatient behavioral health settings.

Approximately 200 individuals will be served during State Fiscal Year 2022.

Critical Time Intervention is a time-limited evidence-based practice that mobilizes community supports for vulnerable individuals during periods of transition. The Critical Time Intervention model facilitates community reintegration and continuity of care by ensuring an individual has enduring ties to their community and support systems in place.

The Department selected four (4) Community Mental Health Regions in which to operationalize the Critical Time Intervention model. The Contractors will be operational, including the onboarding and training of newly hired staff, and actively receiving referrals from New Hampshire Hospital and the Designated Receiving Facilities no later than January of 2022.

The Contractors will support individuals transitioning to their communities by providing intensive support services during the first three (3) months of discharge from a facility, at which time Contractors will assist individuals with creating support systems from a variety of sources within their communities. The next three (3) months ensure a decrease in intensity of support that correlates with the increase in stabilized community connections. The last three (3) months of intensive services are dedicated to ensuring individuals can succeed in the community without Critical Time Intervention services.

The Contractors will work with the Department to establish policies relative to Critical Time Intervention programs. Once established, the Critical Time Intervention model will be introduced to other Community Mental Health Centers to ensure individuals, statewide, have access to services that support linkages to community supports and other personal supports during difficult transitions to the communities.

The Critical Time Intervention program is open to any individual transitioning to one of the surrounding areas of Dover, Lebanon, Manchester, or Nashua, who is interested in the program and is transitioning from New Hampshire Hospital or a Designated Receiving Facility and is not receiving Assertive Community Treatment (ACT) services.

The Department will monitor services by:

- Overseeing quality assurance activities and reviews of the Contractors operations to ensure compliance with the contractual objectives;
- Conducting an analysis of the program fidelity; and
- Actively and regularly collaborating with the Contractors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will continue to experience higher hospitalization rates, lengthier waitlists, and gaps in services that support successful reintegration of individuals into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

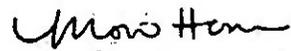
Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Areas Served: Dover, Lebanon, Manchester, and Nashua

Source of Federal Funds: Assistance Listing Number #93.958, FAIN # B09SM083987.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

  
for Commissioner Shibinette

Lori A. Shibinette  
Commissioner

Attachment A  
Financial Details

05-95-92-920010-7877 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, OFFICE OF THE DIRECTOR  
(100% General Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2022	102-500731	Contracts for program services	92000051	7,594.00
			<b>Subtotal</b>	<b>7,594.00</b>

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	102-500731	Contracts for program services	92000051	12,994.00
			<b>Subtotal</b>	<b>12,994.00</b>

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	102-500731	Contracts for program services	92000051	12,994.00
			<b>Subtotal</b>	<b>12,994.00</b>

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	102-500731	Contracts for program services	92000051	12,994.00
			<b>Subtotal</b>	<b>12,994.00</b>

			<b>Total</b>	<b>46,576.00</b>
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Attachment A  
Financial Details

**05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HRS  
BEHAVIORAL HEATHL DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK  
GRANT (100% Federal Funds)**

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	074-500585	Grants for public assistance	92244120	121,541.00
			<b>Subtotal</b>	<b>121,541.00</b>

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	074-500585	Grants for public assistance	92244120	207,408.00
			<b>Subtotal</b>	<b>207,408.00</b>

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	074-500585	Grants for public assistance	92244120	207,408.00
			<b>Subtotal</b>	<b>207,408.00</b>

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Increase/ Decrease
2022	074-500585	Grants for public assistance	92244120	207,408.00
			<b>Subtotal</b>	<b>207,408.00</b>

			<b>Total</b>	<b>743,765.00</b>
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			<b>Grand Total</b>	<b>790,341.00</b>
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Subject: Operationalization of the Critical Time Intervention Program (SS-2022-DBH-06-OPERA-04)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

### AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

### GENERAL PROVISIONS

#### I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name West Central Services, Inc. d/b/a West Central Behavioral Health		1.4 Contractor Address 85 Mechanic Street Suite C2-1 Box A-10 Lebanon, N.H. 03766	
1.5 Contractor Phone Number (603) 448-0126	1.6 Account Number 05-95-92-922010-4120 05-95-92-920010-7877 0000	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$129,135
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Delegated by: Roger W. Osman, Ph.D. Date: 10/1/2021		1.12 Name and Title of Contractor Signatory Roger W. Osman, Ph.D. President and CEO	
1.13 State Agency Signature Delegated by: Katja Fox Date: 10/4/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: J. Christopher Marshall On: 10/5/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

#### 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

#### 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION:**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT A**

**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 2 for individuals who:
  - 1.2.1. Are discharged from inpatient behavioral health settings;
  - 1.2.2. Are not receiving ACT services;
  - 1.2.3. Agree to receiving CTI program services; and
  - 1.2.4. Are returning to Region 2.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;
  - 1.8.2. Progress; and
  - 1.8.3. Opportunities.
- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system <sup>09</sup> UAs

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:

- 1.9.1. Applicable EHR modifications are fully functional by January of 2022.
- 1.9.2. The EHR has capacity to capture information regarding:
  - 1.9.2.1. Referrals;
  - 1.9.2.2. Discharge;
  - 1.9.2.3. Assessments;
  - 1.9.2.4. Care plans;
  - 1.9.2.5. All interactions between CTI program and the individual;
  - 1.9.2.6. Hospitalizations; and
  - 1.9.2.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.11. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
  - 1.12.2. Community Mental Health Centers, statewide.
  - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.12.4. Landlords.
  - 1.12.5. Local Businesses.
  - 1.12.6. Community Action Program agencies.
  - 1.12.7. Peer Support Agencies.
  - 1.12.8. Educational Institutions.
  - 1.12.9. Public Assistance Agencies.
  - 1.12.10. Local Welfare Offices.
  - 1.12.11. Public Health Departments.
  - 1.12.12. Transportation providers.
  - 1.12.13. Churches.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

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- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services.
  - 1.13.2. Meet to engage with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
  - 1.14.1. Review the individual's treatment history.
  - 1.14.2. Identify existing community supports; and
  - 1.14.3. Develop a care plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the care plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
    - 1.14.3.1. Income.
    - 1.14.3.2. Access to health care, including:
      - 1.14.3.2.1. Health care services;
      - 1.14.3.2.2. Mental health services; and
      - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services.
    - 1.14.3.3. Diet and exercise.
    - 1.14.3.4. Education.
    - 1.14.3.5. Employment.
    - 1.14.3.6. Family and social supports.
    - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall collaborate with the inpatient behavioral health setting, from which an individual is scheduled for discharge and with the individual scheduled for discharge to develop a discharge plan for successful discharge, which includes:
  - 1.15.1. Documenting the individual's recovery and transition goals;
  - 1.15.2. Identifying supports and services to assist the individual with transition back into the community;

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
  - 1.15.3.1. Housing supports.
  - 1.15.3.2. Mental health services.
  - 1.15.3.3. Primary care health services.
  - 1.15.3.4. Transportation supports.
  - 1.15.3.5. Child care supports.
  - 1.15.3.6. Educational programs and supports.
  - 1.15.3.7. Employment supports.
  - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.17.1. Access to emergency department visits;
  - 1.17.2. Access to inpatient services to resolve crisis as they arise; and
  - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

**2. Phase One (1) CTI Services**

- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 2.2.1. Scheduling and keeping appointments that include, but are not limited to:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

- 2.2.1.1. Health care appointments.
- 2.2.1.2. Mental health appointments.
- 2.2.1.3. Recovery and substance use treatment sessions.
- 2.2.1.4. Dental appointments.
- 2.2.1.5. Other appointments relative to life skills.
- 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
- 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
- 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.

**3. Phase Two (2) CTI Services**

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 3.2.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 3.2.2. Assisting with self-advocacy.
- 3.3. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 3.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 3.5. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.6. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 3.6.1. Faith and/or spiritual programs.
  - 3.6.2. Physical fitness programs.
  - 3.6.3. Social clubs.
  - 3.6.4. Creative art programming.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

3.6.5. Education.

3.6.6. Employment.

**4. Phase Three (3) CTI Services**

4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.

4.2. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:

4.2.1. Developing a long-term plan to:

4.2.1.1. Manage their support network independently; and

4.2.1.2. Achieve recovery goals that remain outstanding.

4.3. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

4.4. The Contractor shall facilitate a final meeting with the individual to:

4.4.1. Acknowledge achievements over the past 9 months; and

4.4.2. Ensure the individual can function independently with their support network.

4.5. The Contractor shall enter a final note in the EHR that identifies:

4.5.1. The individual's recovery and transition goals;

4.5.2. The steps the individual made that indicate their ability to manage their support network independently;

4.5.3. The individual's experience in CTI;

4.5.4. Initial Risk Assessment;

4.5.5. Barriers to the Intervention; and

4.5.6. Summarize CTI Intervention.

**5. Flexible Needs**

5.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services for the individuals they serve, which may include but are not limited to:

5.1.1. Groceries.

5.1.2. Transportation.

5.1.3. Childcare.

5.1.4. Short-term housing costs, such as security deposits or utility bills.

5.1.5. Clothing appropriate for cold weather, job interviews, or work.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

5.1.6. Other uses pre-approved in writing by the Department.

**6. Staffing**

6.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:

6.1.1. Two (2) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.

6.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.

6.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:

6.2.1. Obtain and verify a minimum of two (2) references for the individual;

6.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;

6.2.3. Complete a criminal records check to ensure that the individual has no history of:

6.2.3.1. Felony conviction; or

6.2.3.2. Any misdemeanor conviction involving:

6.2.3.3. Physical or sexual assault;

6.2.3.4. Violence;

6.2.3.5. Exploitation;

6.2.3.6. Child pornography;

6.2.3.7. Threatening or reckless conduct;

6.2.3.8. Theft;

6.2.3.9. Driving under the influence of drugs or alcohol; or

6.2.3.10. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and

6.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:

6.2.4.1. The individual's name is on the BEAS state registry;

6.2.4.2. The individual has a record of a felony conviction; or

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

6.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 6.2.3.3.

- 6.3. The Contractor shall ensure all CTI staff:
  - 6.3.1. Complete the CTI model training; and
  - 6.3.2. Attend regular Community of Practice (CoP) meetings.
- 6.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 6.4.1. A two (2) day CTI worker training.
  - 6.4.2. A one (1) day CTI supervisor training.

**7. Exhibits Incorporated**

- 7.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**8. Reporting Requirements**

- 8.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 8.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
  - 8.2.1. Implementation milestones that include but are not limited to:
    - 8.2.1.1. Hiring, onboarding, and training of staff.
    - 8.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRF's.
    - 8.2.1.3. Open enrollment.
    - 8.2.1.4. Community engagement activities for individual resource development.



**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

- 8.2.1.5. CTI program improvement efforts; and
- 8.2.1.6. Barriers, challenges, and highlights.
- 8.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15<sup>th</sup>) day of the following month.
- 8.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**9. Operationalization Measures**

- 9.1. The Department will monitor the contracted services by:
  - 9.1.1. Meeting with the Contractor to determine whether:
    - 9.1.1.1. Implementation milestones have been met;
    - 9.1.1.2. Staffing requirements have been met; and
    - 9.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 9.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data.
  - 9.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives;
  - 9.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 9.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 9.2.1. Barriers to progress, as identified by the Department.
  - 9.2.2. Action taken to date to address barriers.
  - 9.2.3. Future action to address barriers, with timeframes.
  - 9.2.4. Action taken to date to make progress.
  - 9.2.5. Future action to make progress, with timeframes.

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

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- 9.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 9.5. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**10. Additional Terms**

**10.1. Impacts Resulting from Court Orders or Legislative Changes**

- 10.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**10.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

- 10.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**10.3. Credits and Copyright Ownership**

- 10.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 10.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 10.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

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- 10.3.3.1: Brochures.
- 10.3.3.2: Resource directories.
- 10.3.3.3. Protocols or guidelines.
- 10.3.3.4. Posters.
- 10.3.3.5. Reports.
- 10.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 10.4. Operation of Facilities: Compliance with Laws and Regulations
  - 10.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**11. Records**

- 11.1. The Contractor shall keep records that include, but are not limited to:
  - 11.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 11.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards,

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT B**

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payrolls, and other records requested or required by the Department.

- 11.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 11.1.4. Medical records on each patient/recipient of services.
- 11.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 94% Block Grants for Community Mental Health Services; as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN B09SM083987.
  - 1.2. 6% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Except for incentive payments described in Section 4 below, payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget.
  - 3.1. The Contractor shall ensure flexible funding expenditures incurred are:
    - 3.1.1. Used to directly support the needs of the client when no other funds are not available;
    - 3.1.2. Used for one-time expenses tangible in nature;
    - 3.1.3. Directly allocable to the work performed under this Agreement;
    - 3.1.4. Appropriate in amount and nature, as determined by the Department; and
    - 3.1.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
4. The Contractor shall be eligible to receive incentive payments in an amount not to exceed \$7,594 upon achieving the Incentive Payment Goals as described below in Table 1. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

SS-2022-DBH-06-OPERA-04

West Central Services, Inc. d/b/a  
West Central Behavioral Health

Contractor Initials

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10/17/2021

Date

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C**

**Table 1**

#	Eligibility Period	Incentive Payment Goal	Percentage of Total Incentive Payments
1	January - March 2022	CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	50%
2	April - June 2022	<p>Follow-up appointments completed, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon percentage of follow-up appointments scheduled during the eligibility period. Follow-up appointments completed will be measured in two categories:</p> <ul style="list-style-type: none"> <li>• Enrolled CTI clients who were hospitalized for treatment of mental illness or intentional self-harm diagnoses and who completed a follow-up appointment within 7 days of discharge with a mental health practitioner.</li> <li>• Enrolled CTI clients who were hospitalized for treatment of mental illness or intentional self-harm diagnoses and who completed a follow-up appointment within 30 days of discharge with a mental health practitioner.</li> </ul>	25%
		CTI client enrollment target, as determined by the Department in collaboration with the CMHCs, to be measured as a to-be-agreed-upon number of enrolled clients per FTE at the eligibility period's end. CMHCs shall be eligible for this incentive payment if they (i) meet the agreed-upon CTI client enrollment target and (ii) have staffed a minimum of 50% of minimum required FTEs, per Exhibit B.	25%

SS-2022-DBH-06-OPERA-04

West Central Services, Inc. d/b/a  
West Central Behavioral Health

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Contractor Initials \_\_\_\_\_ Date 10/17/2021

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C**

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5. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
  - 5.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 5.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 5.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 5.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:  

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

SS-2022-DBH-06-OPERA-04

West Central Services, Inc. db/a  
West Central Behavioral Health

Contractor Initials

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Date 10/1/2021

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C**

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
13. Audits
- 13.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
- 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

SS-2022-DBH-06-OPERA-04

West Central Services, Inc. d/b/a  
West Central Behavioral Health

Contractor Initials

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Date 10/17/2021

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: West Central Services, Inc. dba West Central Behavioral Health

Budget Request for: Operationalization of the Critical Time Intervention Program

Budget Period: 11/01/2021 to 03/31/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	75,000.00	7,500.00	82,500.00				75,000.00	7,500.00	82,500.00
2. Employee Benefits	24,750.00	2,475.00	26,675.00				24,750.00	2,475.00	26,675.00
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Supplies									
Auto and Logit									
Insurance									
Board Expenses									
9. Software - System Upgrade Funds	2,500.00		2,500.00				2,500.00		2,500.00
10. Marketing/Communications									
11. Staff Education and Training	1,250.00		1,250.00				1,250.00		1,250.00
12. Subcontract/Agreements									
13. Other (specify details mandatory)									
Fuel/Bus Funding	2,000.00		2,000.00				2,000.00		2,000.00
Incentive Payments	7,384.00		7,384.00				7,384.00		7,384.00
Recruiting and Hiring Costs	3,750.00		3,750.00				3,750.00		3,750.00
TOTAL	119,810.00	10,125.00	129,135.00				119,810.00	10,125.00	129,135.00

Indirect As A Percent of Direct 8.5%

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**  
**US DEPARTMENT OF EDUCATION - CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will,
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

10/1/2021

Date

DocuSigned by:

Roger W. Osmun, Ph.D.

Name: Roger W. Osmun, Ph.D.

Title: President and CEO

New Hampshire Department of Health and Human Services  
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

10/1/2021

Date

DocuSigned by:

Roger W. Osmun, Ph.D.

Name: Roger W. Osmun, Ph.D.

Title: President and CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

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Date 10/1/2021

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

10/1/2021

Date

DocuSigned by:

Roger W. Osmun, Ph.D.

Name: Roger W. Osmun, Ph.D.

Title: President and CEO

Contractor Initials

OS  
RWO

Date 10/1/2021

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/1/2021

Date

DocuSigned by:

*Roger W. Osmun, Ph.D.*

Name: Roger W. Osmun, Ph.D.

Title: president and CEO

Exhibit G

Contractor Initials

03  
RWO

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

10/1/2021

Date

DocuSigned by:

*Roger W. Osmun, Ph.D.*

Name: Roger W. Osmun, Ph.D.

Title: President and CEO

DS  
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New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 1 of 6

Contractor Initials

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Date 10/1/2021

New Hampshire Department of Health and Human Services



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions.** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials

RWO

Date 10/1/2021

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3.(1). 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

3/2014

Contractor Initials

  
Date 10/1/2021

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

3/2014

Contractor Initials

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Date 10/1/2021

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

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Date 10/1/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State of

Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative  
Director

Title of Authorized Representative

10/4/2021

Date

West Central Behavioral Health

Name of the Contractor

Roger W. Osmun, Ph.D.

Signature of Authorized Representative

Roger W. Osmun, Ph.D.

Name of Authorized Representative

President and CEO

Title of Authorized Representative

10/1/2021

Date

Contractor Initials RWO

Date 10/1/2021

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/1/2021

Date

DocuSigned by:

*Roger W. Osmon, Ph.D.*

Name: Roger W. Osmon, Ph.D.

Title: president and CEO

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RW  
Contractor Initials  
Date 10/1/2021

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- The DUNS number for your entity is: 150883403
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- 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:

- The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor.
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

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New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any State of New Hampshire Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the Confidential Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - e. limit disclosure of the Confidential Information to the extent permitted by law.
  - f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
  - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer: [DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov)
- B. DHHS Security Officer: [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Riverbend Community Mental Health, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 6, 2022, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,441,831
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B, Amendment #1, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C Amendment #1, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/25/2023  
Date

DocuSigned by:  
Katja S. Fox  
600D05B04C83442  
Name: Katja S. Fox  
Title: Director

Riverbend Community Mental Health, Inc.

5/25/2023  
Date

DocuSigned by:  
Lisa Madden  
83088E16890E4CC  
Name: Lisa Madden  
Title: president & CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/30/2023

Date

DocuSigned by:  
*Robyn Guarino*  
748734844941480

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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**Scope of Services**

**1. Statement of Work – All Regions**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning back into their community from:
  - 1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and
  - 1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 4 for individuals who meet criteria as they relate to the transition, as determined by the Department.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews, and revise policies and procedures as identified by the Contractor, and as mutually agreed upon by the Contractor and the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;
  - 1.8.2. Progress; and
  - 1.8.3. Opportunities.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure the EHR has capacity to capture information regarding:
  - 1.9.1. Referrals;
  - 1.9.2. Discharge;
  - 1.9.3. Assessments;
  - 1.9.4. Care plans;
  - 1.9.5. All interactions between CTI program and the individual;
  - 1.9.6. Hospitalizations; and
  - 1.9.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall participate in continuous quality improvement exercises to ensure the accuracy, completeness, and timely submission of CTI data to the Department.
- 1.11. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.12. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.13. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.13.1. New Hampshire Hospital and all of the DRFs, statewide.
  - 1.13.2. Community Mental Health Centers, statewide.
  - 1.13.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.13.4. Landlords.
  - 1.13.5. Local Businesses.
  - 1.13.6. Community Action Program agencies.
  - 1.13.7. Peer Support Agencies.
  - 1.13.8. Educational Institutions.
  - 1.13.9. Public Assistance Agencies.
  - 1.13.10. Local Welfare Offices.
  - 1.13.11. Public Health Departments.
  - 1.13.12. Transportation providers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 1.13.13. Churches.
- 1.13.14. Refugee associations.
- 1.13.15. Health clubs.
- 1.13.16. Other social support organizations.
- 1.14. The Contractor shall take all necessary action to support the individual with connecting to the community support providers identified in the discharge plan.
- 1.15. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.15.1. Emergency Department visits.
  - 1.15.2. Inpatient services to resolve crisis as they arise.
  - 1.15.3. Supplementary crisis programs, as needed and determined by the Contractor.
  - 1.15.4. Rapid Response.
- 1.16. If an individual experiences a re-admittance, and is no longer able to participate in CTI, the Contractor shall ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

**2. Pre-CTI Services**

- 2.1. The Contractor shall provide Pre-CTI supports and services for the period after an individual is referred, and before that individual is discharged from an inpatient behavioral health setting. The Contractor shall ensure:
  - 2.1.1. Individuals meet the current referral criteria as approved by the Department.
- 2.2. During the Pre-CTI phase, the Contractor shall obtain consent from the individual to participate in the CTI program.
- 2.3. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 2.3.1. Schedule an appointment with the individual within one (1) business day of receiving a referral for services; and
  - 2.3.2. Meet with the individual as often as needed to:
    - 2.3.2.1. Assess their needs; and
    - 2.3.2.2. Develop a CTI Phase Plan that supports a successful discharge.
- 2.4. The Contractor shall conduct an assessment of the individual's needs using

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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tools pre-approved by the Department, to:

- 2.4.1. Review the individual's treatment history;
- 2.4.2. Identify existing community supports; and
- 2.4.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
  - 2.4.3.1. Income.
  - 2.4.3.2. Access to health care, including:
    - 2.4.3.2.1. Health care services;
    - 2.4.3.2.2. Mental health services;
    - 2.4.3.2.3. Substance Use Disorder and Recovery Support Services; and
    - 2.4.3.2.4. Insurance coverage.
  - 2.4.3.3. Diet and exercise.
  - 2.4.3.4. Education.
  - 2.4.3.5. Employment.
  - 2.4.3.6. Family and social supports.
  - 2.4.3.7. Housing arrangements.
- 2.5. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:
  - 2.5.1. Documenting the individual's recovery and transition goals;
  - 2.5.2. Identifying supports and services to assist the individual with transition back into the community;
  - 2.5.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
    - 2.5.3.1. Housing supports.
    - 2.5.3.2. Mental health services.
    - 2.5.3.3. Primary care health services.
    - 2.5.3.4. Transportation supports.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 2.5.3.5. Child care supports.
- 2.5.3.6. Educational programs and supports.
- 2.5.3.7. Employment supports.
- 2.5.3.8. Family, friends, and peers.
- 2.5.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 2.5.5. Identifying barriers to success; and
- 2.5.6. Providing assistance with barrier resolution.

**3. Phase One (1) CTI Services**

- 3.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 3.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 3.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 3.2.1.1. Health care appointments.
    - 3.2.1.2. Mental health appointments.
    - 3.2.1.3. Recovery and substance use treatment sessions.
    - 3.2.1.4. Dental appointments.
    - 3.2.1.5. Other appointments relative to life skills.
  - 3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 3.2.4. Attending meetings or appointments as requested by the individual.
- 3.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 3.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**4. Phase Two (2) CTI Services**

- 4.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 4.2. The Contractor shall reassess the individual's needs and update the Phase Plan.
- 4.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 4.3.2. Assisting with self-advocacy.
- 4.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 4.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 4.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 4.7.1. Faith and/or spiritual programs.
  - 4.7.2. Physical fitness programs.
  - 4.7.3. Social clubs.
  - 4.7.4. Creative art programming.
  - 4.7.5. Education.
  - 4.7.6. Employment.
- 4.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**5. Phase Three (3) CTI Services**

- 5.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 5.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 5.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 5.3.1. Developing a long-term plan to:
    - 5.3.1.1. Manage their support network independently; and

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 5.3.1.2. Achieve recovery goals that remain outstanding.
- 5.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 5.5. The Contractor shall facilitate a final meeting with the individual to:
- 5.5.1. Acknowledge achievements over the past 9 months; and
  - 5.5.2. Ensure the individual can function independently with their support network.
- 5.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
- 5.6.1. The individual's recovery and transition goals;
  - 5.6.2. The steps the individual made that indicate their ability to manage their support network independently;
  - 5.6.3. The individual's experience in CTI;
  - 5.6.4. Initial Risk Assessment;
  - 5.6.5. Barriers to the Intervention; and
  - 5.6.6. A summary of the CTI Intervention.

**6. CTI Program Inactive, Reactivated and Closed Statuses**

- 6.1. The Contractor shall maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:
- 6.1.1. Inactive Status
- 6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement [defined as at least two (2) attempts by phone or in-person per week] for three (3) weeks occurs, the individual shall be considered inactive.
  - 6.1.1.2. The CTI Coach shall notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.
  - 6.1.1.3. The CTI Supervisor shall:
    - 6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;
    - 6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close<sup>es</sup> the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

case at the completion of nine (9) months [defined as from the day of initial discharge]; and

6.1.1.3.3. Note the individual did not complete the program in the EHR.

6.1.2. Reactivated Status

6.1.2.1. An individual shall be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

6.1.2.2. Once the individual is reactivated, the CTI Supervisor shall reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

6.1.2.3. The reactivated individual shall continue the CTI program according to the initial 9-month timeline based on their date of discharge.

6.1.2.4. The CTI Coach shall update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

6.1.2.5. The individual shall be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

6.1.3. Closed Status

6.1.3.1. An individual shall be considered closed if the individual:

6.1.3.1.1. Moved out of state, or the catchment area;

6.1.3.1.2. Passed away;

6.1.3.1.3. Declines participation in CTI following initial engagement;

6.1.3.1.4. Is hospitalized for an extended period of time as determined by the Contractor;

6.1.3.1.5. Transferred to an Assertive Community Treatment (ACT) Team;

6.1.3.1.6. Is incarcerated; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 6.1.3.1.7. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's client closing policy.
- 6.1.3.2. The CTI Coach shall update the EHR to indicate the closed status.
- 6.1.3.3. The CTI Supervisor shall remove the individual from the CTI Coach's caseload.
- 6.1.3.4. If the individual becomes eligible for CTI again, the Contractor shall ensure they are allowed to receive the service.

**7. CTI Supervisory Scope of Work**

- 7.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 7.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 7.2.1. Weekly documentation on required forms that include the:
    - 7.2.1.1. Weighted caseload tracker;
    - 7.2.1.2. Phase date form; and
    - 7.2.1.3. CTI Team Supervision form; and
  - 7.2.2. CTI worker's fidelity efforts; and
  - 7.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 7.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**8. Flexible Needs**

- 8.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 8.1.1. Groceries.
  - 8.1.2. Transportation.
  - 8.1.3. Childcare.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 8.1.4. Short-term housing costs, such as security deposits or utility bills.
- 8.1.5. Clothing appropriate for cold weather, job interviews, or work.
- 8.1.6. Other uses pre-approved in writing by the Department.

**9. Staffing**

- 9.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 9.1.1. Three (3) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 9.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 9.2. 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.
- 9.3. The Contractor shall ensure all CTI staff:
  - 9.3.1. Complete the CTI model training; and
  - 9.3.2. Attend regular Community of Practice (CoP) meetings.
- 9.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 9.4.1. A two (2) day CTI worker training;
  - 9.4.2. A one (1) day CTI supervisor training;
  - 9.4.3. A two (2) day Train-the-Trainer training;
  - 9.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 9.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 9.4.5.1. Motivational Interviewing.
    - 9.4.5.2. Harm reduction.
    - 9.4.5.3. Trauma Informed Care.
    - 9.4.5.4. Setting boundaries.

**10. Exhibits Incorporated**

- 10.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

has been executed by the parties.

- 10.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 10.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**11. Reporting Requirements**

- 11.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 11.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
  - 11.2.1. Implementation milestones that include but are not limited to:
    - 11.2.1.1. Hiring, onboarding, and training of staff.
    - 11.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRFs.
    - 11.2.1.3. Open enrollment.
    - 11.2.1.4. Community engagement activities for individual resource development.
    - 11.2.1.5. Training of CMHC clinical staff on the CTI Program.
    - 11.2.1.6. The development of an internal process for communication and coordination between agency services.
    - 11.2.1.7. CTI program improvement efforts.
    - 11.2.1.8. CTI implementation fidelity self-Assessment outcomes.
    - 11.2.1.9. Barriers, challenges, and highlights.
- 11.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15<sup>th</sup>) day of the following month.
- 11.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan; monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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**12. Operationalization Measures**

- 12.1. The Department will monitor the contracted services by:
  - 12.1.1. Meeting with the Contractor to determine whether:
    - 12.1.1.1. Implementation milestones have been met;
    - 12.1.1.2. Staffing requirements have been met; and
    - 12.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 12.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;
  - 12.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
  - 12.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 12.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 12.2.1. Barriers to progress, as identified by the Department.
  - 12.2.2. Action taken to date to address barriers.
  - 12.2.3. Future action to address barriers, with timeframes.
  - 12.2.4. Action taken to date to make progress.
  - 12.2.5. Future action to make progress, with timeframes.
- 12.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 12.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 12.4.1. Operational workflows;
  - 12.4.2. CTI policies and procedures;
  - 12.4.3. Encounter notes on required forms; and
  - 12.4.4. Phoenix data entry.
- 12.5. The Contractor may be required to provide other key data and metrics to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

Department, including client-level demographic, performance, and service data.

- 12.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 12.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 12.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**13. Additional Terms**

**13.1. Impacts Resulting from Court Orders or Legislative Changes**

13.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**13.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

13.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**13.3. Credits and Copyright Ownership**

13.3.1. All documents, notices, press releases, research reports and other materials, prepared during or resulting from the performance of the services of the Agreement, that are publicly distributed, shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 13.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 13.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 13.3.3.1. Brochures.
  - 13.3.3.2. Resource directories.
  - 13.3.3.3. Protocols or guidelines.
  - 13.3.3.4. Posters.
  - 13.3.3.5. Reports.
- 13.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 13.4. Operation of Facilities: Compliance with Laws and Regulations
  - 13.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**14. Records**

- 14.1. The Contractor shall keep records that include, but are not limited to:
  - 14.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 14.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

14.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

14.1.4. Medical records on each patient/recipient of services.

14.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 72.29% General funds.
  - 1.2. 21.32%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, Assistance Listing Number 93.958, FAIN B09SM083987.
  - 1.3. 6.39% Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021; by the Centers for Disease Control and Prevention, Assistance Listing Number 93.354, FAIN NU90TP922144.
  
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective July 1, 2023, except for a) Contingency Funds described in Subsection 2.5 and b) Incentive Payments described in Subsection 2.6; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

2.3.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.3.1.1, Rate Table, which are rates set for the term of the contract.

**2.3.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI (Phases 1-3)	\$370.91	Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	Paid once per individual, per month, not to exceed nine (9) consecutive months.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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- 2.3.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #1, Scope of Services, which include:
- 2.3.2.1. CTI worker salaries and benefits;
  - 2.3.2.2. CTI supervisor salaries and benefits; and
  - 2.3.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.3.3. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.3.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1 over the term of the Agreement.
- 2.3.4. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1., and the actual amounts of expenses incurred.
  - 2.3.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.3.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.
- 2.3.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table<sup>s</sup> in

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

---

Subparagraph 2.3.1.1 have been met for each individual identified on the invoice.

- 2.3.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.3.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.4. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.4.1. Used to directly support the needs of the client when no other funds are available;
  - 2.4.2. Used for one-time expenses tangible in nature;
  - 2.4.3. Not disbursed as gift cards or gift certificates;
  - 2.4.4. Directly allocable to the work performed under this Agreement;
  - 2.4.5. Appropriate in amount and nature, as determined by the Department; and
  - 2.4.6. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.5. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$50,000 for SFY 2024 and \$50,000 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:
- 2.5.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and
  - 2.5.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1, and meet criteria as outlined by the Department at the time of application.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

2.6. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 1 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$221,525 for SFY 2024 and \$204,103 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

2.6.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

2.6.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2025. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

2.6.3. **Table 1**

#	Incentive Payment Goal	Total Incentive Payments
1	For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments.	\$350 per individual
2	For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments.	\$500 per individual

2.6.4. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

2.6.5. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2024 through 2025; and/or seven (7) months of active participation and two (2) months of inactive participation.

2.6.6. The incentive target shall be available on:

2.6.6.1. A quarterly basis per SFY 2024 and SFY 2025, until the statewide total price limitation is reached each SFY; and based on:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

---

2.6.6.1.1. Data submitted by the Contractor via the Phoenix reporting system.

2.6.7. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
  - 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

---

to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 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.

10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.

11. Audits

11.1. The Contractor must email an annual audit to: Denise.J.Daigneault@dhhs.nh.gov if any of the following conditions exist:

11.1.1. 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.

11.1.2. 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.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3. 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.

11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

---

financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-3 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Riverbend Community Mental Health, Inc.

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2023 to 6/30/2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$		\$	\$		\$	\$		\$
2. Employee Benefits	\$		\$	\$		\$	\$		\$
3. Consultants	\$		\$	\$		\$	\$		\$
4. Equipment:	\$		\$	\$		\$	\$		\$
Rental	\$		\$	\$		\$	\$		\$
Repair and Maintenance	\$		\$	\$		\$	\$		\$
Purchase/Depreciation	\$		\$	\$		\$	\$		\$
5. Supplies:	\$		\$	\$		\$	\$		\$
Educational	\$		\$	\$		\$	\$		\$
Lab	\$		\$	\$		\$	\$		\$
Pharmacy	\$		\$	\$		\$	\$		\$
Medical	\$		\$	\$		\$	\$		\$
Office	\$		\$	\$		\$	\$		\$
6. Travel	\$		\$	\$		\$	\$		\$
7. Occupancy	\$		\$	\$		\$	\$		\$
8. Current Expenses	\$		\$	\$		\$	\$		\$
Telephone	\$		\$	\$		\$	\$		\$
Postage	\$		\$	\$		\$	\$		\$
Subscriptions	\$		\$	\$		\$	\$		\$
Audit and Legal	\$		\$	\$		\$	\$		\$
Insurance	\$		\$	\$		\$	\$		\$
Board Expenses	\$		\$	\$		\$	\$		\$
9. Software - System Upgrade Funds	\$		\$	\$		\$	\$		\$
10. Marketing/Communications	\$		\$	\$		\$	\$		\$
11. Staff Education and Training	\$		\$	\$		\$	\$		\$
12. Subcontracts/Agreements	\$		\$	\$		\$	\$		\$
13. Other (specific details mandatory):	\$		\$	\$		\$	\$		\$
Flex Funds (pre approval needed)	\$	6,000.00	\$	6,000.00		\$	6,000.00		6,000.00
Incentive Payments (pre approval needed)	\$		\$			\$			
Per Diem Expenses	\$	277,358.00	\$	277,358.00		\$	277,358.00		277,358.00
Contingency Exp. (pre approval needed)	\$		\$			\$			
TOTAL	\$	283,358.00	\$	283,358.00	\$		283,358.00	\$	283,358.00

Indirect As A Percent of Direct 0.0%

Exhibit C-4 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Riverbend Community Mental Health, Inc.

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2024 to 6/30/2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (specific details mandatory):	\$	\$	\$	\$	\$	\$	\$	\$	\$
Flex Funds (pre approval needed)	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$
Incentive Payments (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$
Per Diem Expenses	\$	277,358.00	\$	277,358.00	\$	277,358.00	\$	277,358.00	\$
Contingency Exp. (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL	\$	283,358.00	\$	283,358.00	\$	283,358.00	\$	283,358.00	\$

Indirect As A Percent of Direct 0.0%

# 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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

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



Signature of Elected Officer  
Name: Andrea D. Beaudoin  
Title: Assistant Board Secretary

# 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).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> Linda Jaeger, CIC
	<b>PHONE (A/C, No, Ext):</b> 855 874-0123 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> linda.jaeger@usi.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Philadelphia Indemnity Insurance Co.	<b>NAIC #</b> 18058
<b>INSURER B:</b> Granite State Healthcare & Human Svc WC	<b>NONAIC</b>
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**  
 Riverbend Community Mental Health Inc.  
 P.O. Box 2032  
 Concord, NH 03301

**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2471016	10/01/2022	10/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2471013	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K			PHUB834651	10/01/2022	10/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	HCHS20230000566 3A SAtates: NH	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			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)

<b>CERTIFICATE HOLDER</b> NH DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>See list</i>



### **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

	<u>Page</u>
<b>INDEPENDENT AUDITOR'S REPORT</b>	
<b>FINANCIAL STATEMENTS</b>	
Statements of Financial Position	1
Statements of Operations	2
Statements of Cash Flows	3
Notes to Financial Statements	4
<b>SUPPLEMENTARY INFORMATION</b>	
Schedule of Functional Revenues	17
Schedule of Functional Expenses	18
Analysis of BBH Revenues, Receipts and Receivables	19
Analysis of Client Service Fees	20
<b>SINGLE AUDIT REPORTS</b>	<u>Report</u>
Schedule of Expenditures of Federal Awards	1
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 <i>Government Auditing Standards</i>	2
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance	3
Schedule of Findings and Scheduled Costs	4



**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,

<u>ASSETS</u>		<u>2022</u>	<u>2021</u>
<b>CURRENT ASSETS</b>			
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
<b>TOTAL CURRENT ASSETS</b>		<u>29,526,359</u>	<u>26,621,036</u>
<b>PROPERTY &amp; EQUIPMENT, NET</b>		<u>11,654,912</u>	<u>11,136,269</u>
<b>OTHER ASSETS</b>			
Investment in Behavioral Information Systems		<u>-</u>	<u>109,099</u>
<b>TOTAL ASSETS</b>		<u>\$ 41,181,271</u>	<u>\$ 37,866,404</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>			
<b>CURRENT LIABILITIES</b>			
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
<b>TOTAL CURRENT LIABILITIES</b>		<u>5,105,884</u>	<u>2,437,193</u>
<b>LONG-TERM LIABILITIES</b>			
Long-term debt, less current portion		5,635,000	7,005,549
Unamortized debt issuance costs		<u>(171,183)</u>	<u>(197,077)</u>
Long-term debt, net of unamortized debt issuance costs		<u>5,463,817</u>	<u>6,808,472</u>
Interest rate swap liability		<u>(76,335)</u>	<u>283,844</u>
<b>TOTAL LONG-TERM LIABILITIES</b>		<u>5,387,482</u>	<u>7,092,316</u>
<b>NET ASSETS</b>			
Net Assets without donor restrictions		27,840,003	25,181,789
Net Assets with donor restrictions		<u>2,847,902</u>	<u>3,155,106</u>
<b>TOTAL NET ASSETS</b>		<u>30,687,905</u>	<u>28,336,895</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>		<u>\$ 41,181,271</u>	<u>\$ 37,866,404</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.  
STATEMENTS OF OPERATIONS  
For the Years Ended June 30,

	2022			2021
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	All Funds	
<b>PUBLIC SUPPORT AND REVENUES</b>				
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	<u>6,721,122</u>	<u>3,150</u>	<u>6,724,272</u>	<u>5,670,287</u>
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	<u>30,350,977</u>	<u>(164)</u>	<u>30,350,813</u>	<u>32,815,715</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>37,072,099</u>	<u>2,986</u>	<u>37,075,085</u>	<u>38,486,002</u>
<b>PROGRAM AND ADMINISTRATIVE EXPENSES</b>				
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
<b>TOTAL PROGRAM &amp; ADMINISTRATIVE EXPENSES</b>	<u>34,105,067</u>	<u>-</u>	<u>34,105,067</u>	<u>34,131,914</u>
<b>EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS</b>	<u>2,967,032</u>	<u>2,986</u>	<u>2,970,018</u>	<u>4,354,088</u>
<b>OTHER INCOME (LOSS)</b>				
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
<b>TOTAL OTHER INCOME (LOSS)</b>	<u>(308,818)</u>	<u>(310,190)</u>	<u>(619,008)</u>	<u>6,847,637</u>
<b>TOTAL INCREASE (DECREASE) IN NET ASSETS</b>	2,658,214	(307,204)	2,351,010	11,201,725
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>25,181,789</u>	<u>3,155,106</u>	<u>28,336,895</u>	<u>17,135,170</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 27,840,003</u>	<u>\$ 2,847,902</u>	<u>\$ 30,687,905</u>	<u>\$ 28,336,895</u>

See Accompanying Notes to Financial Statements.

## Riverbend Community Mental Health, Inc.

## STATEMENTS OF CASH FLOWS

For the Years Ended June 30,

	<u>2022</u>	<u>2021</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
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	<u>809,074</u>	<u>(3,424)</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>5,794,895</u>	<u>6,977,863</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of fixed assets	(1,569,415)	(376,799)
Proceeds from sale of investment in BIS	137,176	-
Investment activity, net	<u>(245,126)</u>	<u>(655,317)</u>
<b>NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES</b>	<u>(1,677,365)</u>	<u>(1,032,116)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Principal payments on long-term debt	<u>(253,350)</u>	<u>(244,518)</u>
<b>NET INCREASE IN CASH</b>	3,864,180	5,701,229
<b>CASH AT BEGINNING OF YEAR</b>	<u>14,523,074</u>	<u>8,821,845</u>
<b>CASH AT END OF YEAR</b>	<u>\$ 18,387,254</u>	<u>\$ 14,523,074</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash payments for interest	<u>\$ 242,098</u>	<u>\$ 244,599</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

## NOTE 3 ACCOUNTS RECEIVABLE

	<u>2022</u>	<u>2021</u>
<b>CLIENT SERVICE RECEIVABLES</b>		
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	<u>(7,870)</u>	<u>23</u>
	1,489,586	2,085,769
Allowance for doubtful accounts	<u>(882,275)</u>	<u>(1,141,701)</u>
	<u>\$ 607,311</u>	<u>\$ 944,068</u>
<b>OTHER RECEIVABLES</b>		
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	<u>90,475</u>	<u>50,235</u>
	<u>\$ 1,828,852</u>	<u>\$ 1,662,191</u>

## 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:

	<u>2022</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 218,163	\$ 218,163	\$ -	\$ 218,163
Corporate Bonds	1,797,021	1,797,021	(180,003)	1,617,018
Exchange Traded Funds	2,697,443	2,697,443	291,102	2,988,545
Equities	85,664	85,664	(16,218)	69,446
Mutual Funds	<u>3,542,649</u>	<u>3,542,649</u>	<u>(137,958)</u>	<u>3,404,691</u>
	<u>\$8,340,940</u>	<u>\$ 8,340,940</u>	<u>\$ (43,077)</u>	<u>\$8,297,863</u>

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

## NOTE 4 INVESTMENTS (continued)

<u>2021</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
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	<u>3,017,771</u>	<u>422,184</u>	<u>3,439,955</u>
	<u>\$ 8,040,804</u>	<u>\$ 1,249,438</u>	<u>\$ 9,290,242</u>

Investment income (losses) consisted of the following at June 30,:

	<u>2022</u>	<u>2021</u>
Interest and dividends	\$ 202,906	\$ 191,809
Realized gains (losses)	115,919	528,978
Unrealized gains (losses)	(1,237,505)	958,071
Fee expenses	<u>(58,621)</u>	<u>(51,976)</u>
<b>TOTAL</b>	<u>\$ (977,301)</u>	<u>\$ 1,626,882</u>

## 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.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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:

	<u>2022</u>	<u>2021</u>
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	-
	<u>27,460,216</u>	<u>25,890,800</u>
Accumulated Depreciation	<u>(15,805,304)</u>	<u>(14,754,531)</u>
 NET BOOK VALUE	 <u>\$ 11,654,912</u>	 <u>\$ 11,136,269</u>

NOTE 8 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30,:

	<u>2022</u>	<u>2021</u>
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

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

## NOTE 8 LONG-TERM DEBT (continued)

	<u>2022</u>	<u>2021</u>
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.	<u>3,150,000</u>	<u>3,220,000</u>
Less: Current Portion	<u>(1,372,442)</u>	<u>(253,357)</u>
Long-term Debt	5,635,000	7,005,549
Less: Unamortized debt issuance costs	<u>(171,183)</u>	<u>(197,077)</u>
	<u>\$ 5,463,817</u>	<u>\$ 6,808,472</u>

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	\$ 1,372,442
2024	250,000
2025	260,000
2026	270,000
2027	285,000
Thereafter	<u>4,570,000</u>
	<u>\$ 7,007,442</u>

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.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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

	<u>2022</u>	<u>2021</u>
Concord Hospital/Dartmouth Hitchcock	\$ 7,512	\$ 7,512
Illness Mgmt Recovery Award	12,800	-
ARPA Grant	<u>796,274</u>	<u>-</u>
<b>TOTAL DEFERRED INCOME</b>	<b><u>\$ 816,586</u></b>	<b><u>\$ 7,512</u></b>

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,:

	<u>2022</u>	<u>2021</u>
Ongoing management and administrative services, recorded in other accounts receivable	<u>\$ -0-</u>	<u>\$ 12,866</u>

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:

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	\$ 74,765
2024	35,605
2025	32,459
2026	<u>32,925</u>
	<b><u>\$ 175,754</u></b>

Riverbend Community Mental Health, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2022

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	<u>8,297,863</u>
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	<u>(2,847,902)</u>
Financial assets available within one year for general expenditures	<u>\$ 26,273,378</u>

Restricted deposits, and reserves are restricted for specific purposes and therefore are not available for general expenditures.

Investments in real estate and partnerships are not included as they are not considered to be available within one year.

As part of the 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.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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
	<b>\$ 294,348</b>	<b>\$ 2,553,554</b>	<b>\$ 2,847,902</b>
	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
	<b>\$ 291,238</b>	<b>\$ 2,863,868</b>	<b>\$ 3,155,106</b>

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..

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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:

	<u>2022</u>	<u>2021</u>
Investment Income	\$ 123	\$ 216,777
Unrealized gain (loss) on Investments	(310,313)	334,235
Investment Fees	<u>-</u>	<u>(19,114)</u>
Total Annuity Activity	(310,190)	531,898
New Grants	<u>3,150</u>	<u>12,050</u>
Net assets released from restrictions	<u>(164)</u>	<u>(8,320)</u>
Beginning Assets with Donor Restrictions	<u>3,155,106</u>	<u>2,619,478</u>
Ending Assets with Donor Restrictions	<u>\$ 2,847,902</u>	<u>\$ 3,155,106</u>

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.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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	Children &	Emergency	Behavioral	Choices, RCA,		Multi-	Mobile	Comm.	Comm.	Comm.	Bridge	Other	2021
	Total	Admin.	Programs	Adolescents	Services/ Assessment	Crisis Treatment Ctr.	Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Service Team	Crisis Team	Res. Twitchell	Res. Fellowship	Supp. Living	Housing	(Non-BBH)	
<b>PROGRAM SERVICE FEES</b>																
Net Client Fees	\$ 885,790	\$ -	\$ 885,790	\$ 116,496	\$ 37,156	\$ 23,806	\$ 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	48,818	23,099,403	4,547,810	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	504,817	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
<b>PROGRAM SALES</b>																
Service	3,158,204	-	3,158,204	-	1,224,683	-	1,503,175	-	12,994	-	-	-	-	-	417,352	4,049,036
<b>PUBLIC SUPPORT</b>																
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	206,517	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	-	81,574	-	438,783	-	9,102	891,476
<b>FEDERAL FUNDING</b>																
Other Federal Grants	1,533,667	-	1,533,667	148,497	28,403	17,569	146,406	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
<b>IN-KIND DONATIONS</b>																
Other Revenues	165,584	-	165,584	-	-	-	-	-	-	-	165,584	-	-	-	-	170,784
<b>OTHER REVENUES</b>																
BBH	107,564	26,234	81,330	429	20	97	815	60	-	-	-	15	140	30	79,724	634,233
	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
<b>TOTAL PROGRAM REVENUES</b>	<b>\$ 37,075,085</b>	<b>\$ 87,769</b>	<b>\$ 36,987,316</b>	<b>\$ 5,528,266</b>	<b>\$ 1,504,697</b>	<b>\$ 705,639</b>	<b>\$ 4,750,877</b>	<b>\$ 1,580,801</b>	<b>\$ 14,096,609</b>	<b>\$ 2,268,186</b>	<b>\$ 1,648,369</b>	<b>\$ 988,758</b>	<b>\$ 1,368,827</b>	<b>\$ 201,321</b>	<b>\$ 2,342,936</b>	<b>\$ 38,486,002</b>

Riverbend Community Mental Health Inc.  
 SCHEDULE OF FUNCTIONAL EXPENSES  
 For the Year Ended June 30, 2022, with  
 Comparative Totals for 2021

	2022	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/Assessment	Behavioral Crisis Treatment Ctr. (Non-Enables)	Choices, RCA, Inpatient, Autism, Drug Court (Non-Enables)	ACT Team	Meat-Service Team	Mobile Crisis Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	Bridge Housing	Other (Non-BBH)	2021
<b>PERSONNEL COSTS</b>	\$ 21,261,402	\$ 2,034,590	\$ 19,226,812	\$ 3,407,550	\$ 678,744	\$ 372,099	\$ 3,560,074	\$ 1,008,455	\$ 6,290,725	\$ 1,478,997	\$ 523,593	\$ -	\$ 680,900	\$ 113,640	\$ 1,100,405	\$ 22,287,895
Salary Wages	4,479,324	878,377	3,600,947	877,898	87,194	132,178	510,048	242,837	1,308,512	160,482	100,242	-	142,008	32,935	206,618	4,402,035
Employee Benefits	1,848,078	183,615	1,485,463	265,355	49,240	29,475	251,025	81,368	493,335	121,073	44,115	-	55,685	8,734	86,040	1,488,152
<b>PROFESSIONAL FEES</b>	48,330	-	-	-	-	-	-	-	-	-	-	-	-	-	-	336,607
Substitute Staff	48,330	-	-	-	-	-	-	-	-	-	-	-	-	-	-	45,800
Accounting	45,342	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35,147
Legal Fees	712,344	1,117,899	63,083	1,574	1,574	919	89,094	1,306	78,002	1,715	971	872,149	1,493	695	8,839	1,232,201
Other Prof. Fees/Consult.	7,066	2,411	4,655	1,253	20	64	2,713	71	89	43	286	3	3	-	137	6,899
<b>STAFF DEV. &amp; TRAINING</b>	84,843	19,582	65,261	10,952	228	1,948	24,290	787	16,475	3,459	1,909	452	452	1,075	3,707	51,295
Journals & Pub.	137,876	90,307	41,569	20,981	-	-	19,424	884	-	-	-	-	-	-	300	150,335
Conferences and Conv.	83,905	8,770	75,135	9,280	1,842	1,081	12,609	1,331	13,839	2,468	6,629	-	20,756	123	4,957	75,937
Occupancy Costs	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
Other Utilities	313,575	30,800	273,767	25,378	16,045	15,892	34,817	6,530	50,884	20,543	27,358	-	56,938	1,252	18,329	211,264
Maintenance and Repairs	21,219	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,531
Taxes	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	24,099
Other Occupancy Costs	64,523	15,628	48,897	5,240	381	485	7,381	1,815	17,638	11,429	1,775	-	1,452	478	835	383,166
<b>CONSUMABLE SUPPLIES</b>	121	-	-	-	-	-	-	121	-	-	-	-	-	-	-	105,329
Office	121	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,884
Building/Household	45,151	6,387	38,764	3,202	280	691	3,410	439	3,464	4,811	16,708	-	2,913	29	807	34,019
Educational/Training	320,517	9,195	311,322	20,698	128	155	30,453	600	4,971	938	927	-	848	38	245,341	117,141
Food	147,475	123,798	23,678	3,228	433	678	2,412	1,108	9,879	1,418	554	-	1,035	103	2,831	150,252
Medical	18,427	9,721	8,706	1,718	-	380	1,161	66	2,652	340	222	-	14	5	148	16,077
ADVERTISING	372,858	96,650	276,208	43,174	37,821	6,099	90,028	9,185	65,190	17,839	15,881	-	15,362	840	14,599	386,989
TELEPHONE/	27,181	2,815	24,366	4,077	628	404	3,035	1,235	9,855	1,965	683	-	1,042	134	1,418	30,419
COMMUNICATIONS	328,703	49,540	279,154	58,680	20	112	3,587	24,818	176,108	3,101	4,418	-	4,011	795	5,314	249,351
POSTAGE/SHIPPING	6,291	814	5,477	857	144	142	52	-	40	1,163	284	-	-	-	2,895	17,298
TRANSPORTATION	180,027	19,629	160,398	21,232	21,232	10,529	26,813	8,122	40,646	27,832	3,927	-	7,158	1,708	13,634	185,684
INSURANCE	19,150	9,002	10,148	2,192	-	-	-	-	137	-	4,287	-	3,532	-	-	15,380
Mispractice and Bonding	66,704	19,149	47,555	27,313	569	671	5,228	925	5,083	639	184	-	4,784	104	1,475	27,181
Vehicles	242,098	114,241	127,857	52,109	17,796	1,136	40,931	2,181	-	5,556	-	-	-	-	8,058	244,599
Comp. Property & Liab.	185,584	-	-	-	-	-	-	-	-	-	185,584	-	-	-	-	170,784
INTEREST EXPENSE	1,076,866	447,918	628,948	154,454	18,446	19,264	136,738	21,736	128,678	26,090	10,780	-	86,309	2,417	42,854	1,196,915
INDEBT EXPENSE	39,327	6,933	32,394	11,118	1,113	134	4,845	1,232	6,842	1,732	2,097	-	1,500	194	1,587	40,064
DEPRECIATION AND	56,724	56,424	300	300	-	-	-	-	-	-	-	-	-	-	-	54,864
AMORTIZATION	319,516	17,172	302,344	22,975	6,606	9,108	43,742	18,243	182,708	8,344	5,005	-	9,048	656	14,715	139,381
EQUIPMENT MAINTENANCE	5,309,251	28,785,636	4,853,915	4,853,915	949,496	813,939	4,936,893	1,453,474	8,881,072	1,827,915	900,548	872,745	1,156,263	168,250	1,811,337	34,131,814
MEMBERSHIP DUES	34,105,067	(5,221,465)	28,883,602	929,042	178,218	113,322	978,478	270,872	1,099,737	384,070	116,652	11,848	218,983	31,575	329,855	-
MEMBERSHIP DUES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER EXPENDITURES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ADMIN ALLOCATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL PROGRAM EXPENSES</b>	34,105,067	87,769	34,017,298	5,852,817	1,127,714	727,261	5,865,371	1,724,146	10,657,809	2,291,885	1,141,200	884,593	1,373,256	199,834	2,141,212	34,131,914
<b>SURPLUS/(DEFICIT)</b>	\$ 2,870,018	\$ -	\$ 2,870,018	\$ (354,821)	\$ 378,863	\$ (21,822)	\$ (1,114,484)	\$ (143,345)	\$ 3,440,800	\$ (23,799)	\$ 507,189	\$ 104,165	\$ (4,429)	\$ 1,487	\$ 201,724	\$ 4,354,088

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	<u>\$ 858,579</u>	<u>\$ 3,266,762</u>	<u>\$ (3,701,889)</u>	<u>\$ 423,452</u>

Analysis of Receipts:

<u>BBH &amp; Federal Fund Payments</u>			
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	<u>(170,929)</u>
			<u>\$ 3,701,889</u>

Riverbend Community Mental Health, Inc.  
**ANALYSIS OF CLIENT SERVICE FEES**  
 For the Year Ended June 30, 2022

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances &amp; Discounts</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
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	<u>(1,141,701)</u>	<u>-</u>	<u>259,426</u>	<u>-</u>	<u>(882,275)</u>
<b>TOTALS</b>	<b><u>\$ 944,068</u></b>	<b><u>\$ 57,179,945</u></b>	<b><u>\$ (29,727,910)</u></b>	<b><u>\$ (27,788,792)</u></b>	<b><u>\$ 607,311</u></b>

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
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>				
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	<u>\$ 710,315</u>
Projects for Assistance in Transition from Homelessness		SS-2018-DBH-01-MENTA-04	93.150	<u>36,618</u>
Emergency Grants to Address Mental and Substance Use Disorders During COVID-19	COVID-19	SS-2020-DBH-07-RAPID-04	93.665	<u>177,952</u>
System of Care 2.0		SS-2018-DBH-01-MENTA-04	93.104	<u>57,445</u>
Provider Relief Fund	COVID-19		93.498	<u>164,840</u>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>				<b><u>\$ 1,147,170</u></b>

**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 minimis 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 availability 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.



**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.

To the Board of Directors

Riverbend Community Mental Health, Inc.

Report 2 (cont'd)

### **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.

A handwritten signature in black ink that reads "Kittell, Branagan + Sargent". The signature is written in a cursive style with a long horizontal flourish extending to the right.

St. Albans, Vermont  
January 5, 2023



**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.

To the Board of Directors  
Riverbend Community Mental Health, Inc.

Report 3 (cont'd)

### 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, Braragan + 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, <b>Chair</b>
Frank Boucher, <b>Vice Chair</b>
Andrea Beaudoin, <b>Assistant Secretary</b>
Lisa Madden, <b>President/CEO, Ex Officio</b>
Crystal Welch, <b>Treasurer</b>
John Barthelmes, <b>Immidate Past Chair</b>
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, <i>Ex Officio</i>

LISA K. MADDEN, MSW, LICSW

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**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:
  - o Emergency Department
  - o Partial Hospital Program (PHP)
  - o Intensive Outpatient Program for Substance Use Disorders (IOP)
  - o 18 bed inpatient behavioral health unit (BHU)
  - o Foundation Counseling and Wellness -outpatient clinical services
  - o Foundation Collaborative Care- outpatient psychiatric evaluation and medication management
  - o Center for Recovery Management - medication for addiction treatment (MAT)
  - o 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:
  - o New Hampshire Hospital Association Behavioral Health Peer Group

- o New Hampshire Hospital Association Behavioral Health Learning Collaborative
- o 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
  - o SNHMC is the fiscal agent for the demonstration.
  - o Work closely with 30 community partners to achieve the goals of the waiver.
  - o Member of the Workforce Development Policy Subcommittee, focus on legislative opportunities that will assist with addressing the workforce shortage in NH.
  - o Participate in extensive governance process that assures transparency in the distribution of funds to community partners.
  - o 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 - 6/05***

Independent contractor providing consultation services to a community counseling center and a specialized foster care organization.

***Interim Clinic Director, 8/04 - 5/05***

***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, 7/04 - 6/05***

***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, 5/93-9/93***

***Worcester Children's Friend Society, Worcester, MA  
Clinical Social Worker - Intern, 9/92-4/93***

***The Jernberg Corporation, Worcester, MA  
EAP Case Management Supervisor, 4/90-4/93  
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  
Summer 2007

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

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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**

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2001-2003

University of New Hampshire

Durham, NH

#### **Master of Social Work**

- Magna Cum Laude
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1994-1998

University of New Hampshire

Durham, NH

#### **Bachelor of Arts in Psychology**

- Cum Laude
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### **Licensure**

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#### **Licensed Independent Clinical Social Worker**

- March 17, 2007
  - License #1367
  - Provision of licensure supervision since 2007.
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### **References**

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References are available on request.

# CRYSTAL A. WELCH

## CAREER PROFILE

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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

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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

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- o 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
- o Prepare and distribute departmental financials
- o 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
- o Develop ancillary rates and negotiate rates/grants with state and local agencies
- o Maintain and recommend to the CEO, Board and Board Committees on policy and procedures, quality/compliance and risk management issues
- o Develop contracts with banks, vendors, and external providers of contracted services
- o Serve as a member of the Executive Management Team and Management Team
- o Develop and maintain a Capital Improvement Plan in conjunction with Facilities Manager
- o Banking administration to include relationship maintenance and cash management
- o Keep accurate books of account while maintaining internal controls and proper accounting cycle
- o 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
- o Ensure the monthly reconciliation of Balance Sheet accounts as well as reconciliation to other departmental systems occur and reconcile
- o Direct annual audit
- o Provide leadership, supervision and oversight to finance and human resources staff
- o Serve as liaison to the Finance, Retirement, Compliance, Investment and Endowment oversight committees
- o Prepare, distribute and present all appropriate information to Board Committees on an ongoing basis including preparation of resolutions that may be necessary
- o 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**

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- 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**

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<b>Chief Financial Officer</b> Riverbend Community Mental Health	10/2021-Current
<b>Chief Financial Officer</b> New Hampshire Public Radio - Concord, NH	2017-10/2021
<b>Director of Finance</b> Manchester Community Health Center - Manchester, NH	2016 - 2017
<b>Director of Finance/CFO</b> Spaulding Youth Center - Northfield, NH	2009 –2016
<b>Accounting Manager/Controller</b> Tree Care Industry Association - Manchester, NH	2000 - 2008

## **EDUCATION**

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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**

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## **Professional Experience**

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**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 Psychiatrist**

**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 Psychiatrist**

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

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## **Licenses and Certification**

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**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**

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## **Education – Post Graduate Training**

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**Brown University, Providence, RI** **July, 1984 – June, 1987**

### **Psychiatry Residency**

Residency Policy Committee Representative, 1984 – 1987  
In-Patient Clinical Chief Resident, 1986 – 1987  
Scored 95<sup>th</sup> 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

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## **Education**

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**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, Research 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

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Lori A. Shilbette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 8, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into new **Sole Source** contracts with the vendors listed in **bold** below, which includes the option to renew for two (2) years, and amend existing contracts to expand and continue providing Critical Time Intervention services, by exercising contract renewal options by increasing the total price limitation by \$3,252,100 from \$790,341 to \$4,042,441 and extending the completion dates of the existing contracts from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. 70% Federal Funds. 30% General Funds.

The original contracts were approved by Governor and Council as indicated in the table below:

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approvals
<b>Behavioral Health &amp; Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County</b>	177278	Dover, Region 9	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
<b>The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health</b>	154112	Nashua, Region 6	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
<b>The Mental Health Center of Greater Manchester, Inc.</b>	177184	Manchester, Region 7	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

West Central Services, Inc. DBA West Central Behavioral Health	177654	Lebanon, Region 2	\$129,135	\$218,388	\$347,521	O: 10/27/21, (Item #15)
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$0	\$349,487	\$349,487	New Sole Source
Northern Human Services	177222	Conway, Region 1	\$0	\$258,410	\$258,410	New Sole Source
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$0	\$440,564	\$440,564	New Sole Source
The Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$0	\$258,410	\$258,410	New Sole Source
Monadnock Family Services	177510	Keene, Region 5	\$0	\$258,410	\$258,410	New Sole Source
The Mental Health Center for Southern New Hampshire DBA Center for Life Management	174116	Derry, Region 10	\$0	\$349,487	\$349,487	New Sole Source
		<b>Total:</b>	<b>\$790,341</b>	<b>\$3,252,100</b>	<b>\$4,042,441</b>	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

A part of this request is Sole Source because the remaining six (6) of the ten (10) Community Mental Health Centers have been identified as being ready to implement the Critical Time Intervention program. The Community Mental Health Centers are designated by the Department to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule He-M 425.03.

Additionally, the original four (4) Community Mental Health Centers will continue providing Critical Time Intervention programming in order to continue addressing the needs of community

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

members transitioning out of inpatient behavioral health settings, with the goal of lowering readmission rates and thereby lowering readmission costs.

The purpose of this request is to ensure individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to New Hampshire Hospital and Designated Receiving Facilities, have intensive supports available that improve quality of life while mitigating readmission to psychiatric facilities. The Contractors will continue operationalizing Critical Time Intervention programs that provide intensive individual support services for individuals during the initial nine (9) months of discharge from inpatient behavioral health settings.

Approximately 900 individuals will be served during State Fiscal Years 2022 and 2023.

Critical Time Intervention is a time-limited and evidence-based practice that mobilizes community supports for vulnerable individuals during periods of transition. The Critical Time Intervention model facilitates community reintegration and continuity of care by ensuring an individual has enduring ties to their community and support systems in place.

The Contractors will continue working with the Department to establish policies relative to Critical Time Intervention programs. The Critical Time Intervention model is being introduced to the remaining six (6) Community Mental Health Centers and will ensure individuals, statewide, have access to services that support linkages to community supports and other personal supports during difficult transitions to the communities.

The Department will continue monitoring the Critical Time Intervention program by:

- Overseeing quality assurance activities and reviews of the Contractors operations to ensure compliance with the contractual objectives;
- Conducting recurring analysis of program fidelity and outcomes data; and
- Actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the Department has the option to extend four (4) of the agreements for up to three (3) additional years. The Department is exercising its option to renew services for one (1) of the three (3) years available. For the six (6) new Sole Source contracts in this requested action, the Department has the option to extend the agreements for up to the two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, the Department will continue to experience higher hospitalization rates, lengthier waitlists, and gaps in services that support successful reintegration of individuals into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #1B09SM083987

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette  
Commissioner

Attachment A  
Financial Details

05-95-92-920010-7877 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, OFFICE OF THE DIRECTOR (100% General Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	7,594.00	-	7,594.00
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<i>Subtotal</i>	7,594.00	78,987.00	86,581.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<i>Subtotal</i>	12,994.00	152,964.00	165,958.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<i>Subtotal</i>	12,994.00	152,964.00	165,958.00

Behavioral Health & Developmental Services of Stafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<i>Subtotal</i>	12,994.00	152,964.00	165,958.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051		-	-
2023	102-500731	Contracts for program services	92000051		115,976.00	115,976.00
			<i>Subtotal</i>		115,976.00	115,976.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051		-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<i>Subtotal</i>		78,987.00	78,987.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051		-	-
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<i>Subtotal</i>		152,964.00	152,964.00

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
2022	102-500731	Contracts for program services	92000051		-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<i>Subtotal</i>		78,987.00	78,987.00

Monadnock Family Services (Vendor Code 177150-B005)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	78,987.00	78,987.00
			<b>Subtotal</b>	-	78,987.00	78,987.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	115,976.00	115,976.00
			<b>Subtotal</b>	-	115,976.00	115,976.00

<b>Total</b>				<b>46,576.00</b>	<b>1,159,766.00</b>	<b>1,206,332.00</b>
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05-95-82-922010-4120 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)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	121,541.00	-	121,541.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	121,541.00	73,995.00	195,536.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

Riverbend Community Mental Health (Vendor Code 177182-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	63,803.00	63,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
			<b>Subtotal</b>	-	168,107.00	168,107.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	-	114,019.00	114,019.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	-	-
2023	074-500585	Grants for public assistance	92244120	-	-	-
			<b>Subtotal</b>	-	-	-

Attachment A  
Financial Details

2022	074-500585	Grants for public assistance	92244120	-	67,582.00	67,582.00
2023	074-500585	Grants for public assistance	92244120		154,614.00	154,614.00
			<i>Subtotal</i>	-	222,196.00	222,196.00

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
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120		73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120		73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120		114,304.00	114,304.00
			<i>Subtotal</i>	-	168,107.00	168,107.00

<b>Total</b>				<b>743,765.00</b>	<b>1,438,304.00</b>	<b>2,182,069.00</b>
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05-95-80-903510-2468 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: PUBLIC HEALTH DIV OF, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, PUBLIC HEALTH CRISIS RSP-ARP (100% Federal Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
		<b>Subtotal</b>		-	65,404.00	65,404.00

Northern Human Services (Vendor Code 17722-8004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
		<b>Subtotal</b>		-	65,404.00	65,404.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
		<b>Subtotal</b>		-	65,404.00	65,404.00

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
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
		<b>Subtotal</b>		-	65,404.00	65,404.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
		<b>Subtotal</b>		-	65,404.00	65,404.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
		<b>Subtotal</b>		-	65,404.00	65,404.00

<b>Total</b>				-	654,040.00	654,040.00
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<b>Grand Total</b>				790,341.00	3,252,100.00	4,042,441.00
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Subject: Operationalization of the Critical Time Intervention Phase Two (SS-2022-DBH-07-OPERA-01)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

### AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Riverbend Community Mental Health, Inc.		1.4 Contractor Address 278 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 226-7505	1.6 Account Number 05-95-92-922010-41200000; 05-95-92-920010-78770000; 05-95-90-903510-24680000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$349,487
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Lisa K. Madden</i> Date: 3/1/2022		1.12 Name and Title of Contractor Signatory Lisa K. Madden President & CEO	
1.13 State Agency Signature DocuSigned by: <i>Katja S. Fox</i> Date: 3/8/2022		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: <i>Robin Gunnino</i> On: 3/9/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date, specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default, shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default; treat the Agreement as breached; terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials LM  
Date 3/17/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials:   
Date: 3/17/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Phase Two  
EXHIBIT A**

**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

**1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:**

**3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.**

**1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:**

**12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and 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  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 4 for individuals who:
  - 1.2.1. Are discharged from inpatient behavioral health settings;
  - 1.2.2. Are not receiving ACT services;
  - 1.2.3. Agree to receiving CTI program services;
  - 1.2.4. Are returning to Region 4; and
  - 1.2.5. Are 18 years or older.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 1.8.2. Progress; and
- 1.8.3. Opportunities.
- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:
  - 1.9.1. Applicable EHR modifications are fully functional by July of 2022 with a submission of test data at the request of the Department; and
  - 1.9.2. The EHR has capacity to capture information regarding:
    - 1.9.2.1. Referrals;
    - 1.9.2.2. Discharge;
    - 1.9.2.3. Assessments;
    - 1.9.2.4. Care plans;
    - 1.9.2.5. All interactions between CTI program and the individual;
    - 1.9.2.6. Hospitalizations; and
    - 1.9.2.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.11. The Contractor shall document in the EHR all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
  - 1.12.2. Community Mental Health Centers, statewide.
  - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.12.4. Landlords.
  - 1.12.5. Local Businesses.
  - 1.12.6. Community Action Program agencies.
  - 1.12.7. Peer Support Agencies.
  - 1.12.8. Educational Institutions.
  - 1.12.9. Public Assistance Agencies.
  - 1.12.10. Local Welfare Offices.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 1.12.11. Public Health Departments.
- 1.12.12. Transportation providers.
- 1.12.13. Places of worship.
- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services; and
  - 1.13.2. Engage in a pre-CTI meeting with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
  - 1.14.1. Review the individual's treatment history;
  - 1.14.2. Identify existing community supports; and
  - 1.14.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
    - 1.14.3.1. Income.
    - 1.14.3.2. Access to health care, including:
      - 1.14.3.2.1. Health care services;
      - 1.14.3.2.2. Mental health services;
      - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services; and
      - 1.14.3.2.4. Insurance coverage.
    - 1.14.3.3. Diet and exercise.
    - 1.14.3.4. Education.
    - 1.14.3.5. Employment.
    - 1.14.3.6. Family and social supports.
    - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:

- 1.15.1. Documenting the individual's recovery and transition goals;
- 1.15.2. Identifying supports and services to assist the individual with transition back into the community;
- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
  - 1.15.3.1. Housing supports.
  - 1.15.3.2. Mental health services.
  - 1.15.3.3. Primary care health services.
  - 1.15.3.4. Transportation supports.
  - 1.15.3.5. Child care supports.
  - 1.15.3.6. Educational programs and supports.
  - 1.15.3.7. Employment supports.
  - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.17.1. Access to emergency department visits.
  - 1.17.2. Access to inpatient services to resolve crisis as they arise.
  - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

**2. Phase One (1) CTI Services**

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 2.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 2.2.1.1. Health care appointments.
    - 2.2.1.2. Mental health appointments.
    - 2.2.1.3. Recovery and substance use treatment sessions.
    - 2.2.1.4. Dental appointments.
    - 2.2.1.5. Other appointments relative to life skills.
  - 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 2.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**3. Phase Two (2) CTI Services**

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall reassess the individual's needs and update the Phase Plan, as needed.
- 3.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 3.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 3.3.2. Assisting with self-advocacy.
- 3.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 3.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 3.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 3.7.1. Faith and/or spiritual programs.
  - 3.7.2. Physical fitness programs.
  - 3.7.3. Social clubs.
  - 3.7.4. Creative art programming.
  - 3.7.5. Education.
  - 3.7.6. Employment.
- 3.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**4. Phase Three (3) CTI Services**

- 4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 4.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 4.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 4.3.1. Developing a long-term plan to:
    - 4.3.1.1. Manage their support network independently; and
    - 4.3.1.2. Achieve recovery goals that remain outstanding.
- 4.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.5. The Contractor shall facilitate a final meeting with the individual to:
  - 4.5.1. Acknowledge achievements over the past 9 months; and
  - 4.5.2. Ensure the individual can function independently with their support network.
- 4.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 4.6.1. The individual's recovery and transition goals;
- 4.6.2. The steps the individual made that indicate their ability to manage their support network independently;
- 4.6.3. The individual's experience in CTI;
- 4.6.4. Initial Risk Assessment;
- 4.6.5. Barriers to the Intervention; and
- 4.6.6. Summarize CTI Intervention.

**5. CTI Supervisory Scope of Work**

- 5.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 5.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 5.2.1. Weekly documentation on required forms that include the:
    - 5.2.1.1. Weighted caseload tracker;
    - 5.2.1.2. Phase date form; and
    - 5.2.1.3. CTI Team Supervision form; and
  - 5.2.2. CTI worker's fidelity efforts; and
  - 5.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 5.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**6. Flexible Needs**

- 6.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 6.1.1. Groceries.
  - 6.1.2. Transportation.
  - 6.1.3. Childcare.
  - 6.1.4. Short-term housing costs, such as security deposits or utility bills.
  - 6.1.5. Clothing appropriate for cold weather, job interviews, or work.
  - 6.1.6. Other uses pre-approved in writing by the Department.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**7. Staffing**

7.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:

7.1.1. Three (3) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.

7.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.

7.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:

7.2.1. Obtain and verify a minimum of two (2) references for the individual;

7.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;

7.2.3. Complete a criminal records check to ensure that the individual has no history of:

7.2.3.1. Felony conviction; or

7.2.3.2. Any misdemeanor conviction involving:

7.2.3.2.1. Physical or sexual assault;

7.2.3.2.2. Violence;

7.2.3.2.3. Exploitation;

7.2.3.2.4. Child pornography;

7.2.3.2.5. Threatening or reckless conduct;

7.2.3.2.6. Theft;

7.2.3.2.7. Driving under the influence of drugs or alcohol; or

7.2.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and

7.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:

7.2.4.1. The individual's name is on the BEAS state registry;

7.2.4.2. The individual has a record of a felony conviction; or

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

7.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 7.2.3.2.

7.3. The Contractor shall ensure all CTI staff:

7.3.1. Complete the CTI model training; and

7.3.2. Attend regular Community of Practice (CoP) meetings.

7.4. The Contractor shall participate in training, as requested by the Department, which includes:

7.4.1. A two (2) day CTI worker training;

7.4.2. A one (1) day CTI supervisor training;

7.4.3. A two (2) day Train-the-Trainer training;

7.4.4. A one (1) day CTI Implementation fidelity assessment training; and

7.4.5. Complementary trainings to CTI staff that include, but are not limited to:

7.4.5.1. Motivational Interviewing.

7.4.5.2. Harm reduction.

7.4.5.3. Trauma Informed Care.

7.4.5.4. Setting boundaries.

**8. Exhibits Incorporated**

8.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**9. Reporting Requirements**

9.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.

9.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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Department. The Contractor shall ensure the reporting includes, but is not limited to:

- 9.2.1. Implementation milestones that include but are not limited to:
  - 9.2.1.1. Hiring, onboarding, and training of staff.
  - 9.2.1.2. The development of a discharge process with New Hampshire Hospital and other DRF's.
  - 9.2.1.3. Open enrollment.
  - 9.2.1.4. Community engagement activities for individual resource development.
  - 9.2.1.5. Training of CMHC clinical staff on the CTI Program.
  - 9.2.1.6. The development of an internal process for communication and coordination between agency services.
  - 9.2.1.7. CTI program improvement efforts.
  - 9.2.1.8. CTI implementation fidelity self-Assessment outcomes.
  - 9.2.1.9. Barriers, challenges, and highlights.

9.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15th) day of the following month.

9.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**10. Operationalization Measures**

10.1. The Department will monitor the contracted services by:

- 10.1.1. Meeting with the Contractor to determine whether:
  - 10.1.1.1. Implementation milestones have been met;
  - 10.1.1.2. Staffing requirements have been met; and
  - 10.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
- 10.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 10.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
- 10.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 10.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 10.2.1. Barriers to progress, as identified by the Department.
  - 10.2.2. Action taken to date to address barriers.
  - 10.2.3. Future action to address barriers, with timeframes.
  - 10.2.4. Action taken to date to make progress.
  - 10.2.5. Future action to make progress, with timeframes.
- 10.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 10.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 10.4.1. Operational workflows;
  - 10.4.2. CTI policies and procedures;
  - 10.4.3. Encounter notes on required forms; and
  - 10.4.4. Phoenix data entry.
- 10.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 10.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 10.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 10.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.



**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**11. Additional Terms**

**11.1. Impacts Resulting from Court Orders or Legislative Changes**

11.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**11.3. Credits and Copyright Ownership**

11.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

11.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

11.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

11.3.3.1. Brochures.

11.3.3.2. Resource directories.

11.3.3.3. Protocols or guidelines.

11.3.3.4. Posters.

11.3.3.5. Reports.

11.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**11.4. Operation of Facilities: Compliance with Laws and Regulations**

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**12. Records**

12.1. The Contractor shall keep records that include, but are not limited to:

12.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

12.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

12.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

12.1.4. Medical records on each patient/recipient of services.

12.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
**EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
  - 1.1. 48.11%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN 1B09SM083987.
  - 1.2. 18.71%, Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.354, FAIN NU90TP922144.
  - 1.3. 33.18% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective upon approval of the contract through June 30, 2022, payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, which shall not exceed the approved line items specified in Exhibit C-1, Budget.
  - 2.4. Effective July 1, 2022, except for a) Incentive Payments described in Section 3; b) Flexible Funds described in Section 6; and c) Contingency Funds described in Section 7; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.4.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.4.1.1, Rate Table, which are rates set for the term of the contract.

**2.4.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI	\$370.91	Minimum of two (2) encounters with the individual, in-person or	Paid once per <i>LA</i>

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

(Phases 1-3)	virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	individual, per month, not to exceed nine (9) consecutive months.
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- 2.4.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B, Scope of Services, which include:
  - 2.4.2.1. CTI worker salaries and benefits;
  - 2.4.2.2. CTI supervisor salaries and benefits; and
  - 2.4.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.4.3. If the actual costs incurred for providing services in Exhibit B, Scope of Services exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
  - 2.4.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.4.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-2, Budget over the term of the Agreement.
- 2.4.4. If the actual costs incurred for providing services in Exhibit B, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
  - 2.4.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1., and the actual amounts of expenses incurred.
  - 2.4.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.4.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

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- 2.4.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table in Subparagraph 2.4.1.1 have been met for each individual identified on the invoice.
- 2.4.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.4.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.5. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-2, Budget. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.5.1. Used to directly support the needs of the client when no other funds are not available;
- 2.5.2. Used for one-time expenses tangible in nature;
- 2.5.3. Directly allocable to the work performed under this Agreement;
- 2.5.4. Appropriate in amount and nature, as determined by the Department; and
- 2.5.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.6. The Contractor shall be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement, at the Department's discretion. The Contractor shall:
- 2.6.1. Obtain pre-approval for the expenses from the Department via a form of submission satisfactory to the Department with applicable justifications; and
- 2.6.2. Ensure requests for Contingency Payments, based on extraordinary costs, do not exceed the contingency expenses line item defined in Exhibit C-2, Budget.
- 2.7. Effective July 1, 2022, the Contractor shall be eligible to receive an incentive payment in an amount not to exceed 5% of their invoicing of the per diem expense line item defined in Exhibit C-2, Budget. The Contractor shall be eligible for the incentive payment if the average graduation rate across all CTI clients enrolled during State Fiscal Year

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

2023 is demonstrated to be equal to or greater than 75%. For the purposes of this Subsection 2.7.:

- 2.7.1. "Graduated" for this incentive payment shall mean a CTI client that enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Year 2023;
- 2.7.2. "Enrolled" for this incentive payment shall mean any individual, discharged from a qualifying Designated Receiving Facility (DRF) or New Hampshire Hospital, that entered Phase 1 of the CTI program upon their discharge, which does not include individuals who participate in Pre-CTI, but do not enter Phase 1; and
- 2.7.3. The incentive target shall be calculated based on:
  - 2.7.3.1. Data submitted by the Contractor via the Phoenix reporting system; and
  - 2.7.3.2. The calculation of the total number of graduated CTI clients during the State Fiscal Year 2023 divided by the total number of CTI clients enrolled into Phase 1 and eligible to graduate during State Fiscal Year 2023.
3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
  - 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 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.
  - 10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.
11. Audits
  - 11.1. The Contractor must email an annual audit to: melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
    - 11.1.1. 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.
    - 11.1.2. 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.

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

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- 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 11.3. 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.
- 11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Riverbend Community Mental Health, Inc.

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: State Fiscal Year 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DF013 contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 26,200.00	\$ 8,403.00	\$ 34,603.00	\$ -	\$ -	\$ -	\$ 26,200.00	\$ 8,403.00	\$ 34,603.00
2. Employee Benefits	\$ 7,866.00	\$ 1,793.00	\$ 9,659.00	\$ -	\$ -	\$ -	\$ 7,866.00	\$ 1,793.00	\$ 9,659.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - System Upgrade Funds	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -	\$ 1,750.00
12. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details in narrative):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Incentive Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruiting and Hiring Costs	\$ 5,250.00	\$ -	\$ 5,250.00	\$ -	\$ -	\$ -	\$ 5,250.00	\$ -	\$ 5,250.00
TOTAL	\$ 45,607.00	\$ 8,196.00	\$ 53,803.00	\$ -	\$ -	\$ -	\$ 45,607.00	\$ 8,196.00	\$ 53,803.00

Indirect As A Percent of Direct 18.0%

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Riverbend Community Mental Health, Inc.

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2022 to 6/30/2023

Line Item	Total Program Cost		Contractor Share / Match		Funds Provided by DHHHS Contract Share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$
4. Equipment	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$
5. Supplies	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$
Auto and Legal	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$
13. Other (specify details secondary)	\$	\$	\$	\$	\$	\$
Flex Funds	\$	6,000.00	\$	6,000.00	\$	6,000.00
Incentive Payments	\$	13,888.00	\$	13,888.00	\$	13,888.00
Per Diem Expenses	\$	265,818.00	\$	265,818.00	\$	265,818.00
Contingency Expenses	\$	10,000.00	\$	10,000.00	\$	10,000.00
<b>TOTAL</b>	<b>\$</b>	<b>295,684.00</b>	<b>\$</b>	<b>295,684.00</b>	<b>\$</b>	<b>295,684.00</b>

Indirect As A Percent of Direct 0.0%

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

3/1/2022

Date

DocuSigned by:

*Lisa K. Madden*

Name: LISA K. Madden

Title: President & CEO

New Hampshire Department of Health and Human Services  
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

3/1/2022

Date:

DocuSigned by:

*Lisa K. Madden*

Name: LISA K. Madden

Title: President & CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

DS  
*LM*

3/1/2022  
Date

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*LM*

New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3/1/2022

Date

DocuSigned by:

*Lisa K. Madden*

Name: Lisa K. Madden

Title: President & CEO

bs  
*LM*

Contractor Initials

3/1/2022

Date

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above:

Contractor Name:

3/1/2022

Date

DocuSigned by:

*Lisa K. Madden*

Name: Lisa K. Madden

Title: President & CEO

Exhibit G.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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*LM*

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:

3/1/2022

Date

DocuSigned by:  
*Lisa R. Madden*  
Name: LISA R. Madden  
Title: President & CEO

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials

LM

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall not disclose the PHI.

3/2014

Contractor Initials UM

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials                     

Date 3/1/2022

## New Hampshire Department of Health and Human Services



## Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

3/2014

Contractor Initials

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

UM

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State of

*Katja S. Fox*

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative  
Director

Title of Authorized Representative

3/8/2022

Date

Riverbend Community Mental Health, Inc.

Name of the Contractor

*Lisa K. Madden*

Signature of Authorized Representative

Lisa K. Madden

Name of Authorized Representative

President & CEO

Title of Authorized Representative

3/1/2022

Date

Contractor Initials *LM*

Date 3/1/2022

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

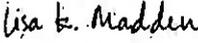
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3/1/2022

Date

DocuSigned by:  
  
 Name: LISA K. Madden  
 Title: President & 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 DUNS number for your entity is: 081258915
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor.
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data, and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. **Remote User Communication.** If End User is employing remote communication to

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any State of New Hampshire Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1; Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the Confidential Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

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New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - e. limit disclosure of the Confidential Information to the extent permitted by law.
  - f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
  - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS Privacy Officer: [DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov)
- B. DHHS Security Officer: [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Northern Human Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 6, 2022, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

- 1, Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,161,850
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B, Amendment #1, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C Amendment #1, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/30/2023  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja S. Fox*  
\_\_\_\_\_  
Name: Katja S. Fox  
Title: Director

Northern Human Services

5/26/2023  
\_\_\_\_\_  
Date

DocuSigned by:  
*Suzanne Gaetjens-Oleson*  
\_\_\_\_\_  
Name: Suzanne Gaetjens-Oleson  
Title: Chief Executive Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/30/2023  
Date

DocuSigned by:  
*Robyn Guarino*  
Name: Robyn Guarino  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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**Scope of Services**

**1. Statement of Work – All Regions**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning back into their community from:
  - 1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and
  - 1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 1 for individuals who meet criteria as they relate to the transition, as determined by the Department.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews, and revise policies and procedures as identified by the Contractor, and as mutually agreed upon by the Contractor and the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;
  - 1.8.2. Progress; and
  - 1.8.3. Opportunities.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure the EHR has capacity to capture information regarding:
  - 1.9.1. Referrals;
  - 1.9.2. Discharge;
  - 1.9.3. Assessments;
  - 1.9.4. Care plans;
  - 1.9.5. All interactions between CTI program and the individual;
  - 1.9.6. Hospitalizations; and
  - 1.9.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall participate in continuous quality improvement exercises to ensure the accuracy, completeness, and timely submission of CTI data to the Department.
- 1.11. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.12. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.13. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.13.1. New Hampshire Hospital and all of the DRFs, statewide.
  - 1.13.2. Community Mental Health Centers, statewide.
  - 1.13.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.13.4. Landlords.
  - 1.13.5. Local Businesses.
  - 1.13.6. Community Action Program agencies.
  - 1.13.7. Peer Support Agencies.
  - 1.13.8. Educational Institutions.
  - 1.13.9. Public Assistance Agencies.
  - 1.13.10. Local Welfare Offices.
  - 1.13.11. Public Health Departments.
  - 1.13.12. Transportation providers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 1.13.13. Churches.
- 1.13.14. Refugee associations.
- 1.13.15. Health clubs.
- 1.13.16. Other social support organizations.
- 1.14. The Contractor shall take all necessary action to support the individual with connecting to the community support providers identified in the discharge plan.
- 1.15. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.15.1. Emergency Department visits.
  - 1.15.2. Inpatient services to resolve crisis as they arise.
  - 1.15.3. Supplementary crisis programs, as needed and determined by the Contractor.
  - 1.15.4. Rapid Response.
- 1.16. If an individual experiences a re-admittance, and is no longer able to participate in CTI, the Contractor shall ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

**2. Pre-CTI Services**

- 2.1. The Contractor shall provide Pre-CTI supports and services for the period after an individual is referred, and before that individual is discharged from an inpatient behavioral health setting. The Contractor shall ensure:
  - 2.1.1. Individuals meet the current referral criteria as approved by the Department.
- 2.2. During the Pre-CTI phase, the Contractor shall obtain consent from the individual to participate in the CTI program.
- 2.3. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 2.3.1. Schedule an appointment with the individual within one (1) business day of receiving a referral for services; and
  - 2.3.2. Meet with the individual as often as needed to:
    - 2.3.2.1. Assess their needs; and
    - 2.3.2.2. Develop a CTI Phase Plan that supports a successful discharge.
- 2.4. The Contractor shall conduct an assessment of the individual's needs using

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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tools pre-approved by the Department, to:

- 2.4.1. Review the individual's treatment history;
- 2.4.2. Identify existing community supports; and
- 2.4.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
  - 2.4.3.1. Income.
  - 2.4.3.2. Access to health care, including:
    - 2.4.3.2.1. Health care services;
    - 2.4.3.2.2. Mental health services;
    - 2.4.3.2.3. Substance Use Disorder and Recovery Support Services; and
    - 2.4.3.2.4. Insurance coverage.
  - 2.4.3.3. Diet and exercise.
  - 2.4.3.4. Education.
  - 2.4.3.5. Employment.
  - 2.4.3.6. Family and social supports.
  - 2.4.3.7. Housing arrangements.
- 2.5. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:
  - 2.5.1. Documenting the individual's recovery and transition goals;
  - 2.5.2. Identifying supports and services to assist the individual with transition back into the community;
  - 2.5.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
    - 2.5.3.1. Housing supports.
    - 2.5.3.2. Mental health services.
    - 2.5.3.3. Primary care health services.
    - 2.5.3.4. Transportation supports.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 2.5.3.5. Child care supports.
- 2.5.3.6. Educational programs and supports.
- 2.5.3.7. Employment supports.
- 2.5.3.8. Family, friends, and peers.
- 2.5.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 2.5.5. Identifying barriers to success; and
- 2.5.6. Providing assistance with barrier resolution.

**3. Phase One (1) CTI Services**

- 3.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 3.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 3.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 3.2.1.1. Health care appointments.
    - 3.2.1.2. Mental health appointments.
    - 3.2.1.3. Recovery and substance use treatment sessions.
    - 3.2.1.4. Dental appointments.
    - 3.2.1.5. Other appointments relative to life skills.
  - 3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 3.2.4. Attending meetings or appointments as requested by the individual.
- 3.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 3.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**4. Phase Two (2) CTI Services**

- 4.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 4.2. The Contractor shall reassess the individual's needs and update the Phase Plan.
- 4.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 4.3.2. Assisting with self-advocacy.
- 4.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 4.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 4.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 4.7.1. Faith and/or spiritual programs.
  - 4.7.2. Physical fitness programs.
  - 4.7.3. Social clubs.
  - 4.7.4. Creative art programming.
  - 4.7.5. Education.
  - 4.7.6. Employment.
- 4.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**5. Phase Three (3) CTI Services**

- 5.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 5.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 5.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 5.3.1. Developing a long-term plan to:
    - 5.3.1.1. Manage their support network independently; and

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 5.3.1.2. Achieve recovery goals that remain outstanding.
- 5.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 5.5. The Contractor shall facilitate a final meeting with the individual to:
- 5.5.1. Acknowledge achievements over the past 9 months; and
  - 5.5.2. Ensure the individual can function independently with their support network.
- 5.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
- 5.6.1. The individual's recovery and transition goals;
  - 5.6.2. The steps the individual made that indicate their ability to manage their support network independently;
  - 5.6.3. The individual's experience in CTI;
  - 5.6.4. Initial Risk Assessment;
  - 5.6.5. Barriers to the Intervention; and
  - 5.6.6. A summary of the CTI Intervention.

**6. CTI Program Inactive, Reactivated and Closed Statuses**

- 6.1. The Contractor shall maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:
- 6.1.1. Inactive Status
- 6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement [defined as at least two (2) attempts by phone or in-person per week] for three (3) weeks occurs, the individual shall be considered inactive.
  - 6.1.1.2. The CTI Coach shall notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.
  - 6.1.1.3. The CTI Supervisor shall:
    - 6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;
    - 6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

case at the completion of nine (9) months [defined as from the day of initial discharge]; and

6.1.1.3.3. Note the individual did not complete the program in the EHR.

**6.1.2. Reactivated Status**

6.1.2.1. An individual shall be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

6.1.2.2. Once the individual is reactivated, the CTI Supervisor shall reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

6.1.2.3. The reactivated individual shall continue the CTI program according to the initial 9-month timeline based on their date of discharge.

6.1.2.4. The CTI Coach shall update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

6.1.2.5. The individual shall be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

**6.1.3. Closed Status**

6.1.3.1. An individual shall be considered closed if the individual:

6.1.3.1.1. Moved out of state, or the catchment area;

6.1.3.1.2. Passed away;

6.1.3.1.3. Declines participation in CTI following initial engagement;

6.1.3.1.4. Is hospitalized for an extended period of time as determined by the Contractor;

6.1.3.1.5. Transferred to an Assertive Community Treatment (ACT) Team;

6.1.3.1.6. Is incarcerated; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 6.1.3.1.7. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's client closing policy.
- 6.1.3.2. The CTI Coach shall update the EHR to indicate the closed status.
- 6.1.3.3. The CTI Supervisor shall remove the individual from the CTI Coach's caseload.
- 6.1.3.4. If the individual becomes eligible for CTI again, the Contractor shall ensure they are allowed to receive the service.

**7. CTI Supervisory Scope of Work**

- 7.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 7.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 7.2.1. Weekly documentation on required forms that include the:
    - 7.2.1.1. Weighted caseload tracker;
    - 7.2.1.2. Phase date form; and
    - 7.2.1.3. CTI Team Supervision form; and
  - 7.2.2. CTI worker's fidelity efforts; and
  - 7.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 7.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**8. Flexible Needs**

- 8.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 8.1.1. Groceries.
  - 8.1.2. Transportation.
  - 8.1.3. Childcare.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 8.1.4. Short-term housing costs, such as security deposits or utility bills.
- 8.1.5. Clothing appropriate for cold weather, job interviews, or work.
- 8.1.6. Other uses pre-approved in writing by the Department.

**9. Staffing**

- 9.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 9.1.1. Two (2) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 9.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 9.2. 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.
- 9.3. The Contractor shall ensure all CTI staff:
  - 9.3.1. Complete the CTI model training; and
  - 9.3.2. Attend regular Community of Practice (CoP) meetings.
- 9.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 9.4.1. A two (2) day CTI worker training;
  - 9.4.2. A one (1) day CTI supervisor training;
  - 9.4.3. A two (2) day Train-the-Trainer training;
  - 9.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 9.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 9.4.5.1. Motivational Interviewing.
    - 9.4.5.2. Harm reduction.
    - 9.4.5.3. Trauma Informed Care.
    - 9.4.5.4. Setting boundaries.

**10. Exhibits Incorporated**

- 10.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

has been executed by the parties.

- 10.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 10.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**11. Reporting Requirements**

- 11.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 11.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
  - 11.2.1. Implementation milestones that include but are not limited to:
    - 11.2.1.1. Hiring, onboarding, and training of staff.
    - 11.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRFs.
    - 11.2.1.3. Open enrollment.
    - 11.2.1.4. Community engagement activities for individual resource development.
    - 11.2.1.5. Training of CMHC clinical staff on the CTI Program.
    - 11.2.1.6. The development of an internal process for communication and coordination between agency services.
    - 11.2.1.7. CTI program improvement efforts.
    - 11.2.1.8. CTI implementation fidelity self-Assessment outcomes.
    - 11.2.1.9. Barriers, challenges, and highlights.
- 11.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15<sup>th</sup>) day of the following month.
- 11.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

**12. Operationalization Measures**

- 12.1. The Department will monitor the contracted services by:
  - 12.1.1. Meeting with the Contractor to determine whether:
    - 12.1.1.1. Implementation milestones have been met;
    - 12.1.1.2. Staffing requirements have been met; and
    - 12.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 12.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;
  - 12.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
  - 12.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 12.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 12.2.1. Barriers to progress, as identified by the Department.
  - 12.2.2. Action taken to date to address barriers.
  - 12.2.3. Future action to address barriers, with timeframes.
  - 12.2.4. Action taken to date to make progress.
  - 12.2.5. Future action to make progress, with timeframes.
- 12.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 12.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 12.4.1. Operational workflows;
  - 12.4.2. CTI policies and procedures;
  - 12.4.3. Encounter notes on required forms; and
  - 12.4.4. Phoenix data entry.
- 12.5. The Contractor may be required to provide other key data and metrics to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

Department, including client-level demographic, performance, and service data.

- 12.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 12.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 12.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**13. Additional Terms**

**13.1. Impacts Resulting from Court Orders or Legislative Changes**

13.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**13.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

13.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**13.3. Credits and Copyright Ownership**

13.3.1. All documents, notices, press releases, research reports and other materials, prepared during or resulting from the performance of the services of the Agreement, that are publicly distributed, shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 13.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 13.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 13.3.3.1. Brochures.
  - 13.3.3.2. Resource directories.
  - 13.3.3.3. Protocols or guidelines.
  - 13.3.3.4. Posters.
  - 13.3.3.5. Reports.
- 13.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 13.4. Operation of Facilities: Compliance with Laws and Regulations
  - 13.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**14. Records**

- 14.1. The Contractor shall keep records that include, but are not limited to:
  - 14.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 14.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 14.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 14.1.4. Medical records on each patient/recipient of services.
- 14.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 72.29% General funds.
  - 1.2. 21.32%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, Assistance Listing Number 93.958, FAIN B09SM083987.
  - 1.3. 6.39% Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021; by the Centers for Disease Control and Prevention, Assistance Listing Number 93.354, FAIN NU90TP922144.
  
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective July 1, 2023, except for a) Contingency Funds described in Subsection 2.5 and b) Incentive Payments described in Subsection 2.6; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.3.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.3.1.1, Rate Table, which are rates set for the term of the contract.

**2.3.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI (Phases 1-3)	\$370.91	Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	Paid once per individual, per month, not to exceed nine (9) consecutive months.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

---

- 2.3.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #1, Scope of Services, which include:
- 2.3.2.1. CTI worker salaries and benefits;
  - 2.3.2.2. CTI supervisor salaries and benefits; and
  - 2.3.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.3.3. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.3.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1 over the term of the Agreement.
- 2.3.4. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1., and the actual amounts of expenses incurred.
  - 2.3.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.3.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.
- 2.3.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table<sup>s</sup> in

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

---

Subparagraph 2.3.1.1 have been met for each individual identified on the invoice.

- 2.3.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.3.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.4. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.4.1. Used to directly support the needs of the client when no other funds are available;
- 2.4.2. Used for one-time expenses tangible in nature;
- 2.4.3. Not disbursed as gift cards or gift certificates;
- 2.4.4. Directly allocable to the work performed under this Agreement;
- 2.4.5. Appropriate in amount and nature, as determined by the Department; and
- 2.4.6. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.5. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$50,000 for SFY 2024 and \$50,000 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:
- 2.5.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and
- 2.5.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1, and meet criteria as outlined by the Department at the time of application.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

2.6. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 1 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$221,525 for SFY 2024 and \$204,103 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

2.6.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

2.6.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2025. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

2.6.3. **Table 1**

#	Incentive Payment Goal	Total Incentive Payments
1	For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments.	\$350 per individual
2	For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments.	\$500 per individual

2.6.4. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

2.6.5. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2024 through 2025; and/or seven (7) months of active participation and two (2) months of inactive participation.

2.6.6. The incentive target shall be available on:

2.6.6.1. A quarterly basis per SFY 2024 and SFY 2025, until the statewide total price limitation is reached each SFY; and based on:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

---

2.6.6.1.1. Data submitted by the Contractor via the Phoenix reporting system.

2.6.7. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
  - 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 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.

10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.

11. Audits

11.1. The Contractor must email an annual audit to: Denise.J.Daigneault@dhhs.nh.gov if **any** of the following conditions exist:

11.1.1. 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.

11.1.2. 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.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3. 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.

11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-3 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Northern Human Services

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2023 to 6/30/2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - System Upgrade Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds ( pre approval needed)	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
Incentive Payments ( pre approval needed)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Per Diem Expenses	\$ 184,906.00	\$ -	\$ 184,906.00	\$ -	\$ -	\$ -	\$ 184,906.00	\$ -	\$ 184,906.00
Contingency Exp. (pre approval needed)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 188,906.00	\$ -	\$ 188,906.00	\$ -	\$ -	\$ -	\$ 188,906.00	\$ -	\$ 188,906.00
Indirect As A Percent of Direct			0.0%						

Exhibit C-4 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Northern Human Services

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2024 to 6/30/2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - System Upgrade Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds (pre approval needed)	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
Incentive Payments (pre approval needed)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Per Diem Expenses	\$ 184,906.00	\$ -	\$ 184,906.00	\$ -	\$ -	\$ -	\$ 184,906.00	\$ -	\$ 184,906.00
Contingency Exp. (pre approval needed)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 188,906.00	\$ -	\$ 188,906.00	\$ -	\$ -	\$ -	\$ 188,906.00	\$ -	\$ 188,906.00
Indirect As A Percent of Direct			0.0%						

# 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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

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)

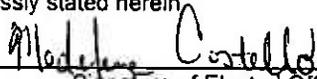
is duly authorized on behalf of Northern Human Services to enter into contracts or agreements with the State

(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

  
\_\_\_\_\_

Signature of Elected Officer

Name: Madelene Costello

Title: President





**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*

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## **NORTHERN HUMAN SERVICES, INC.**

**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020  
AND  
INDEPENDENT AUDITORS' REPORT**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

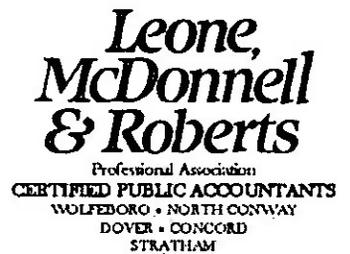
CERTIFIED PUBLIC ACCOUNTANTS

**NORTHERN HUMAN SERVICES, INC.**

**JUNE 30, 2021 AND 2020**

**TABLE OF CONTENTS**

	<b><u>Page(s)</u></b>
Independent Auditors' Report	1 - 2
<b><u>Financial Statements:</u></b>	
Statements of Financial Position	3
Statement of Activities	4
Statements of Cash Flows	5
Statement of Functional Expenses, Totals for All Programs	6
Statement of Functional Expenses, Mental Health	7 - 11
Statement of Functional Expenses, Developmental Services	12 - 14
Notes to Financial Statements	15 - 26
<b><u>Supplementary Information:</u></b>	
Schedule of Functional Revenues and Expenses, Totals for All Programs	27
Schedule of Functional Revenues and Expenses, Mental Health	28 - 32
Schedule of Functional Revenues and Expenses, Developmental Services	33 - 35
Schedule of Expenditures of Federal Awards	36
Notes to Schedule of Expenditures of Federal Awards	37
Independent Auditors' Reports on Internal Control and Compliance	38 - 41
Schedule of Findings and Questioned Costs	42 - 43
Summary Schedule of Prior Audit Findings	44



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.

*Leon, 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**

	<u>2021</u>	<u>2020</u>
<b>CURRENT ASSETS</b>		
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	<u>206,897</u>	<u>193,859</u>
Total current assets	<u>22,539,316</u>	<u>18,082,207</u>
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>193,904</u>	<u>261,407</u>
<b>OTHER ASSETS</b>		
Investments	2,524,860	2,064,316
Cash value of life insurance	<u>470,832</u>	<u>452,278</u>
Total other assets	<u>2,995,692</u>	<u>2,516,594</u>
Total assets	<u>\$ 25,728,912</u>	<u>\$ 20,860,208</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
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	<u>53,208</u>	<u>58,112</u>
Total liabilities	<u>5,613,555</u>	<u>5,123,173</u>
<b>NET ASSETS</b>		
Net assets without donor restrictions		
Undesignated	19,540,045	15,162,607
Board designated	<u>318,202</u>	<u>318,202</u>
Total net assets without donor restrictions	19,858,247	15,480,809
Net assets with donor restrictions	<u>257,110</u>	<u>256,226</u>
Total net assets	<u>20,115,357</u>	<u>15,737,035</u>
Total liabilities and net assets	<u>\$ 25,728,912</u>	<u>\$ 20,860,208</u>

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**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2021 Total</u>	<u>2020 Summarized</u>
<b>PUBLIC SUPPORT</b>				
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	<u>13,262</u>	<u>-</u>	<u>13,262</u>	<u>22,671</u>
Total public support	<u>4,512,984</u>	<u>-</u>	<u>4,512,984</u>	<u>3,188,872</u>
<b>REVENUES</b>				
Program service fees	42,144,980	-	42,144,980	41,907,391
Production income	275,842	-	275,842	327,416
Other revenues	<u>370,636</u>	<u>-</u>	<u>370,636</u>	<u>266,938</u>
Total revenues	<u>42,791,458</u>	<u>-</u>	<u>42,791,458</u>	<u>42,501,745</u>
Total public support and revenues	<u>47,304,442</u>	<u>-</u>	<u>47,304,442</u>	<u>45,690,617</u>
<b>EXPENSES</b>				
Program Services:				
Mental health	11,535,421	-	11,535,421	11,370,057
Developmental services	<u>25,138,884</u>	<u>-</u>	<u>25,138,884</u>	<u>25,786,386</u>
Total program services	36,674,305	-	36,674,305	37,156,443
General management	<u>6,763,823</u>	<u>-</u>	<u>6,763,823</u>	<u>6,271,198</u>
Total expenses	<u>43,438,128</u>	<u>-</u>	<u>43,438,128</u>	<u>43,427,641</u>
<b>EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES</b>	<u>3,866,314</u>	<u>-</u>	<u>3,866,314</u>	<u>2,262,976</u>
<b>NON-OPERATING INCOME</b>				
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	<u>15,372</u>	<u>884</u>	<u>16,256</u>	<u>71,444</u>
Total non-operating income	<u>511,124</u>	<u>884</u>	<u>512,008</u>	<u>208,621</u>
Change in net assets	4,377,438	884	4,378,322	2,471,597
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>15,480,809</u>	<u>256,226</u>	<u>15,737,035</u>	<u>13,265,438</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 19,858,247</u>	<u>\$ 257,110</u>	<u>\$ 20,115,357</u>	<u>\$ 15,737,035</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
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
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>3,487,167</u>	<u>2,734,715</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
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)
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(94,620)</u>	<u>(118,971)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	3,392,547	2,615,744
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>14,216,578</u>	<u>11,600,834</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 17,609,125</u>	<u>\$ 14,216,578</u>

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**

	<b><u>Mental Health</u></b>	<b><u>Developmental Services</u></b>	<b><u>Subtotals</u></b>	<b><u>General Management</u></b>	<b><u>2021 Total</u></b>	<b><u>2020 Summarized</u></b>
<b>EXPENSES</b>						
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
<b>Total expenses</b>	<b><u>\$ 11,535,421</u></b>	<b><u>\$ 25,138,884</u></b>	<b><u>\$ 36,674,305</u></b>	<b><u>\$ 6,763,823</u></b>	<b><u>\$ 43,438,128</u></b>	<b><u>\$ 43,427,641</u></b>

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**

	<u>Non-Specialized Outpatient</u>	<u>State Eligible Adult Outpatient</u>	<u>Outpatient Contracts</u>	<u>Children and Adolescents</u>
<b>EXPENSES</b>				
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
	<u>442,705</u>	<u>1,392,793</u>	<u>355,932</u>	<u>1,352,994</u>
Total expenses	<u>\$ 442,705</u>	<u>\$ 1,392,793</u>	<u>\$ 355,932</u>	<u>\$ 1,352,994</u>

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**

	<u>Emergency Services</u>	<u>Other Non-BBH</u>	<u>Integrated Health Grant</u>	<u>Bureau of Drug &amp; Alcohol Services</u>
<b>EXPENSES</b>				
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
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total expenses	<u>\$ 753,145</u>	<u>\$ 406,679</u>	<u>\$ 11,419</u>	<u>\$ 194,486</u>

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**

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
<b>EXPENSES</b>				
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
	<u>\$ 403,287</u>	<u>\$ 277,293</u>	<u>\$ 69,430</u>	<u>\$ 1,283,033</u>
Total expenses				

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**

	<u>Supportive Living</u>	<u>Community Residences</u>	<u>Bridge Grant</u>	<u>Victims of Crime Act Program</u>
<b>EXPENSES</b>				
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	-	-
	<u>\$ 832,989</u>	<u>\$ 1,179,751</u>	<u>\$ 191,066</u>	<u>\$ 559,654</u>
Total expenses				

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**

	<u>ACT</u> <u>Team</u>	<u>Other</u> <u>Mental Health</u> <u>Programs</u>	<u>Total</u> <u>Mental Health</u> <u>Programs</u>	<u>2020</u> <u>Summarized</u>
<b>EXPENSES</b>				
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	<u>          </u>	<u>270</u>	<u>18,345</u>	<u>11,145</u>
Total expenses	<u>\$ 1,448,491</u>	<u>\$ 380,274</u>	<u>\$ 11,535,421</u>	<u>\$ 11,370,057</u>

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**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports &amp; Services</u>	<u>Independent Living Services</u>
<b>EXPENSES</b>					
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	-	-
	<u>\$ 1,150,252</u>	<u>\$ 75,206</u>	<u>\$ 3,395,671</u>	<u>\$ 897,381</u>	<u>\$ 155,746</u>
Total expenses					

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**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
<b>EXPENSES</b>					
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	-
	<u>6,782,719</u>	<u>1,798,547</u>	<u>420,899</u>	<u>2,764,357</u>	<u>1,677,322</u>
Total expenses	<u>\$ 6,782,719</u>	<u>\$ 1,798,547</u>	<u>\$ 420,899</u>	<u>\$ 2,764,357</u>	<u>\$ 1,677,322</u>

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**

	<u>Acquired Brain Disorder</u>	<u>Other Developmental Services Programs</u>	<u>Total Developmental Services Programs</u>	<u>2020 Summarized</u>
<b>EXPENSES</b>				
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
	<u>                  </u>	<u>                  </u>	<u>                  </u>	<u>                  </u>
Total expenses	<u>\$ 113,757</u>	<u>\$ 5,907,027</u>	<u>\$ 25,138,884</u>	<u>\$ 25,786,386</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**General**

Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

**Basis of Accounting**

The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

**Basis of Presentation**

The Organization is required to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor restrictions.

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of June 30, 2021 and 2020, the Organization had net assets with donor restrictions and net assets without donor restrictions.

**Accounting Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Contributions**

All contributions are considered to be available for use without donor restrictions unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as support with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

**Cash Equivalents**

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

**NORTHERN HUMAN SERVICES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**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

**NORTHERN HUMAN SERVICES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

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.

**NORTHERN HUMAN SERVICES, INC.****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

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:

	<u>2021</u>	<u>2020</u>
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	<u>470,832</u>	<u>452,278</u>
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	<u>257,110</u>	<u>256,226</u>
Total amounts not available within one year	<u>1,044,928</u>	<u>971,717</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 24,283,183</u>	<u>\$ 19,433,225</u>

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:

	<u>2021</u>	<u>2020</u>
Donor restricted cash	\$ 257,110	\$ 256,226
Client funds held in trust	469,801	397,253
Employee benefits	<u>79,405</u>	<u>71,117</u>
Total assets, limited use	<u>\$ 806,316</u>	<u>\$ 724,596</u>

**NORTHERN HUMAN SERVICES, INC.****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****4. PROPERTY AND DEPRECIATION**

As of June 30, 2021 and 2020, property and equipment consisted of the following:

	<u>2021</u>	<u>2020</u>
Vehicles	\$ 346,326	\$ 633,548
Equipment	<u>272,231</u>	<u>2,779,836</u>
Total property and equipment	618,557	3,413,384
Less accumulated depreciation	<u>424,653</u>	<u>3,151,977</u>
Property and equipment, net	<u>\$ 193,904</u>	<u>\$ 261,407</u>

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:

	<u>2021</u>		<u>2020</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
<b>Money Market Funds</b>	\$ 27,012	\$ 27,012	\$ 51,642	\$ 51,642
<b>Mutual Funds:</b>				
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	<u>15,248</u>	<u>14,386</u>	<u>36,188</u>	<u>39,192</u>
<b>Total</b>	<u>\$ 2,524,860</u>	<u>\$ 2,093,107</u>	<u>\$ 2,064,316</u>	<u>\$ 1,939,553</u>

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.

	<u>2021</u>	<u>2020</u>
<b><u>Components of Investment Return:</u></b>		
Interest and dividends	\$ 42,846	\$ 46,784
Unrealized gains on investments	308,604	9,790
Realized gains on investments	<u>125,748</u>	<u>57,410</u>
	<u>\$ 477,198</u>	<u>\$ 113,984</u>

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.

**NORTHERN HUMAN SERVICES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**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.

**NORTHERN HUMAN SERVICES, INC.****NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

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:

	<b><u>2021</u></b>			
	<b><u>Level 1</u></b>	<b><u>Level 2</u></b>	<b><u>Level 3</u></b>	<b><u>Total</u></b>
<b>Money Market Funds</b>	\$ 27,012	\$ -	\$ -	\$ 27,012
<b>Mutual Funds</b>				
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
<b>Cash Value of Life Insurance</b>	<u>-</u>	<u>470,832</u>	<u>-</u>	<u>470,832</u>
Total investments at fair value	<u>\$ 2,524,860</u>	<u>\$ 470,832</u>	<u>\$ -</u>	<u>\$ 2,995,692</u>
	<b><u>2020</u></b>			
	<b><u>Level 1</u></b>	<b><u>Level 2</u></b>	<b><u>Level 3</u></b>	<b><u>Total</u></b>
<b>Money Market Funds</b>	\$ 51,642	\$ -	\$ -	\$ 51,642
<b>Mutual Funds</b>				
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
<b>Cash Value of Life Insurance</b>	<u>-</u>	<u>452,278</u>	<u>-</u>	<u>452,278</u>
Total investments at fair value	<u>\$ 2,064,316</u>	<u>\$ 452,278</u>	<u>\$ -</u>	<u>\$ 2,516,594</u>

**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.

**NORTHERN HUMAN SERVICES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**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.

**NORTHERN HUMAN SERVICES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

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.

**NORTHERN HUMAN SERVICES, INC.****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

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:

	<u>2021</u>	<u>2020</u>
Certificates of Deposit – Memorial Fund	\$ 252,417	\$ 252,417
Dream Team Fund	2,963	2,962
Income earned on the Memorial Fund	<u>1,730</u>	<u>847</u>
Total net assets with donor restrictions	<u>\$ 257,110</u>	<u>\$ 256,226</u>

**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.

**NORTHERN HUMAN SERVICES, INC.****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

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:

	<u>2021</u>	<u>2020</u>
Certificates of deposit, beginning of year	\$ 252,417	\$ 252,417
Interest income	883	631
Withdrawals	<u>(883)</u>	<u>(631)</u>
Certificates of deposit end of year	<u>\$ 252,417</u>	<u>\$ 252,417</u>

**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.

**NORTHERN HUMAN SERVICES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 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**

	<u>Mental Health</u>	<u>Developmental Services</u>	<u>Subtotals</u>	<u>General Management</u>	<u>2021 Total</u>	<u>2020 Summarized</u>
<b>REVENUES</b>						
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	<u>192,359</u>	<u>70,417</u>	<u>262,776</u>	<u>107,860</u>	<u>370,636</u>	<u>266,938</u>
Total revenues	<u>17,995,326</u>	<u>27,676,010</u>	<u>45,671,336</u>	<u>1,633,106</u>	<u>47,304,442</u>	<u>45,690,617</u>
<b>EXPENSES</b>						
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	<u>18,345</u>	<u>471</u>	<u>18,816</u>	<u>225,204</u>	<u>244,020</u>	<u>129,527</u>
Total expenses	<u>11,535,421</u>	<u>25,138,884</u>	<u>36,674,305</u>	<u>6,763,823</u>	<u>43,438,128</u>	<u>43,427,641</u>
<b>EXCESS (DEFICIENCY) OF REVENUES</b>						
OVER EXPENSES	<u>\$ 6,459,905</u>	<u>\$ 2,537,126</u>	<u>\$ 8,997,031</u>	<u>\$ (5,130,717)</u>	<u>\$ 3,866,314</u>	<u>\$ 2,262,976</u>

**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**

	<b>Non-Specialized Outpatient</b>	<b>State Eligible Audit Outpatient</b>	<b>Outpatient Contracts</b>	<b>Children and Adolescents</b>
<b>REVENUES</b>				
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	<u>103,228</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>834,936</u>	<u>2,645,519</u>	<u>563,364</u>	<u>3,329,367</u>
<b>EXPENSES</b>				
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	<u>45</u>	<u>389</u>	<u>278</u>	<u>542</u>
Total expenses	<u>442,705</u>	<u>1,392,793</u>	<u>355,932</u>	<u>1,352,994</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<b><u>\$ 392,231</u></b>	<b><u>\$ 1,252,726</u></b>	<b><u>\$ 207,432</u></b>	<b><u>\$ 1,976,373</u></b>

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**

	<u>Emergency Services</u>	<u>Other Non-BBH</u>	<u>Integrated Health Grant</u>	<u>Bureau of Drug &amp; Alcohol Services</u>
<b>REVENUES</b>				
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
	<u>238,368</u>	<u>605,559</u>	<u>-</u>	<u>22,422</u>
<b>EXPENSES</b>				
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
	<u>753,145</u>	<u>406,679</u>	<u>11,419</u>	<u>194,486</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>				
	<u>\$ (514,777)</u>	<u>\$ 198,880</u>	<u>\$ (11,419)</u>	<u>\$ (172,064)</u>

**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**

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
<b>REVENUES</b>				
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
	<u>383,712</u>	<u>167,800</u>	<u>92</u>	<u>1,909,904</u>
<b>Total revenues</b>	<b>383,712</b>	<b>167,800</b>	<b>92</b>	<b>1,909,904</b>
<b>EXPENSES</b>				
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
	<u>403,287</u>	<u>277,293</u>	<u>69,430</u>	<u>1,283,033</u>
<b>Total expenses</b>	<b>403,287</b>	<b>277,293</b>	<b>69,430</b>	<b>1,283,033</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<b>\$ (19,575)</b>	<b>\$ (109,493)</b>	<b>\$ (69,338)</b>	<b>\$ 626,871</b>

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**

	<b>Supportive <u>Living</u></b>	<b>Community <u>Residences</u></b>	<b>Bridge <u>Grant</u></b>	<b>Victims of <u>Crime Act</u></b>
<b>REVENUES</b>				
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	-
	<u>1,923,989</u>	<u>1,414,437</u>	<u>190,831</u>	<u>475,374</u>
<b>Total revenues</b>				
<b>EXPENSES</b>				
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	-	-
	<u>832,989</u>	<u>1,179,751</u>	<u>191,066</u>	<u>559,654</u>
<b>Total expenses</b>				
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<u>\$ 1,091,000</u>	<u>\$ 234,686</u>	<u>\$ (235)</u>	<u>\$ (84,280)</u>

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**

	<u>ACT</u> <u>Team</u>	<u>Other</u> <u>Mental Health</u> <u>Programs</u>	<u>Total</u> <u>Mental Health</u> <u>Programs</u>	<u>2020</u> <u>Summarized</u>
<b>REVENUES</b>				
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
<b>Total revenues</b>	<b><u>2,840,707</u></b>	<b><u>448,945</u></b>	<b><u>17,995,326</u></b>	<b><u>16,203,936</u></b>
<b>EXPENSES</b>				
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
<b>Total expenses</b>	<b><u>1,448,491</u></b>	<b><u>380,274</u></b>	<b><u>11,535,421</u></b>	<b><u>11,370,057</u></b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<b><u>\$ 1,392,216</u></b>	<b><u>\$ 68,671</u></b>	<b><u>\$ 6,459,905</u></b>	<b><u>\$ 4,833,879</u></b>

**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**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports &amp; Services</u>	<u>Independent Living Services</u>
<b>REVENUES</b>					
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	-
<b>Total revenues</b>	<b>1,075,294</b>	<b>36,511</b>	<b>3,234,251</b>	<b>1,103,560</b>	<b>185,552</b>
<b>EXPENSES</b>					
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	-	-
<b>Total expenses</b>	<b>1,150,252</b>	<b>75,206</b>	<b>3,395,671</b>	<b>897,381</b>	<b>155,746</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<b>\$ (74,958)</b>	<b>\$ (38,695)</b>	<b>\$ (161,420)</b>	<b>\$ 206,179</b>	<b>\$ 29,806</b>

**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**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
<b>REVENUES</b>					
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	-	-	-	-
<b>Total revenues</b>	<b><u>7,929,977</u></b>	<b><u>1,833,352</u></b>	<b><u>515,995</u></b>	<b><u>2,910,705</u></b>	<b><u>2,049,449</u></b>
<b>EXPENSES</b>					
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	-
<b>Total expenses</b>	<b><u>6,782,719</u></b>	<b><u>1,798,547</u></b>	<b><u>420,899</u></b>	<b><u>2,764,357</u></b>	<b><u>1,677,322</u></b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<b><u>\$ 1,147,258</u></b>	<b><u>\$ 34,805</u></b>	<b><u>\$ 95,096</u></b>	<b><u>\$ 146,348</u></b>	<b><u>\$ 372,127</u></b>

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**

	<u>Acquired Brain Disorder</u>	<u>Other Developmental Services Programs</u>	<u>Total Developmental Services Programs</u>	<u>2020 Summarized</u>
<b>REVENUES</b>				
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
<b>Total revenues</b>	<b><u>426,019</u></b>	<b><u>6,375,345</u></b>	<b><u>27,676,010</u></b>	<b><u>28,571,528</u></b>
<b>EXPENSES</b>				
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
<b>Total expenses</b>	<b><u>113,757</u></b>	<b><u>5,907,027</u></b>	<b><u>25,138,884</u></b>	<b><u>25,786,386</u></b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<b><u>\$ 312,262</u></b>	<b><u>\$ 468,318</u></b>	<b><u>\$ 2,537,126</u></b>	<b><u>\$ 2,785,142</u></b>

**NORTHERN HUMAN SERVICES, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2021**

<b>FEDERAL GRANTOR/ PROGRAM TITLE</b>	<b>ASSISTANCE LISTING NUMBER</b>	<b>PASS-THROUGH GRANTOR'S NAME</b>	<b>PASS-THROUGH GRANTOR'S NUMBER</b>	<b>FEDERAL EXPENDITURES</b>
<b><u>U.S. Department of Justice</u></b>				
Crime Victim Assistance	16.575	New Hampshire Department of Justice	2016VOCA1, 2016VOCA2	<u>\$ 312,719</u>
Total U.S. Department of Justice				<u>\$ 312,719</u>
<b><u>U.S. Department of Treasury</u></b>				
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	<u>\$ 931,371</u>
Total U.S. Department of Treasury				<u>\$ 931,371</u>
<b><u>U.S. Department of Education</u></b>				
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	<u>\$ 34,700</u>
Total U.S. Department of Education				<u>\$ 34,700</u>
<b><u>U.S. Department of Health &amp; Human Services</u></b>				
Provider Relief Fund	93.498	Direct Award	N/A	<u>\$ 46,584</u>
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
<b><u>Medicaid Cluster</u></b>				
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	<u>43,251</u> <u>48,251</u>
Rural Health Care Services Outreach and Rural Health Network Development Program	93.912	North Country Health Consortium	Unknown	<u>54,963</u>
Total U.S. Department of Health & Human Services				<u>\$ 220,694</u>
<b>TOTAL</b>				<u>\$ 1,499,484</u>

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.

**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.

*Leon, McDannell & Roberts  
Professional Association*

March 1, 2022  
North Conway, New Hampshire

**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.

*Leon, 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**

		<u>Office</u>	<u>Home</u>	<u>Term</u>
<b>Officers:</b>	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)			

<b>Staff:</b>	Suzanne Gaetjens-Oleson, CEO	447-8137
	Shawn Bromley, CFO	447-8022
	Susan Wiggin, CEO Assistant	447-8018
	Kassie Eafrazi, COO, Mental Health	752-7404
	Liz Charles, COO, Developmental Services	447-8010

	<u>The Mental Health Center</u>	Donald Bazzell	752-7404
	3 Twelfth St., Berlin 03570	Director of BH	
<b>Term Expires</b>	<u>Community Services Center</u>	Lynn Johnson	752-1005
	69 Willard St., Berlin 03570	Director of DS	

'25	Margaret McClellan, [REDACTED]	9/01
'23	*Stephen Michaud, [REDACTED]	11/02
'23	*Dorothy Borchers, [REDACTED]	05/17

	<u>The Mental Health Center</u>	Valeda Cerasale	447-2111
	25 W. Main St., Conway 03818	Director of BH	
	70 Bay St., Wolfeboro 03894		569-1884
	<u>New Horizons</u> (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

	<u>The Mental Health Center</u>	Stacey Smith	237-4955
	55 Colby St., Colebrook 03576	Director of BH	
	69 Brooklyn St., Groveton 03582		636-2555
	<u>Vershire Center</u>	Lynn Johnson	237-5721
	24 Depot Street, Colebrook, NH 03576	Director of DS	

'26	Georgia Caron, [REDACTED]	5/23
-----	---------------------------	------

	<u>White Mountain Mental Health</u>	Amy Finkle	444-8501
	29 Maple St., Box 599, Littleton 03561	Director of BH	
	<u>Common Ground</u> (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. Eafrazi

\*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)

# LUCILLE BURDICK

Case Manager

Northern Human Services

## PROFILE

I am an active, hardworking, intelligent, and creative person whom has a plethora of real life experiences. Provides quality care through the knowledge and use of Evidence based best practices. Extended experience working with individuals with mental health concerns as well as developmental delays. Team-oriented with a strong track record of establishing and maintaining relationships with clients, co-workers, administration, and local agencies.

## CONTACT

☎ [REDACTED]

☎

✉ [REDACTED]

🌐

## EXPERIENCE

### Public Guardian

1998-2001

Granite State Guardianship in Whitefield, NH. Authority was given by the Region 1's Probate Court. To make medical and or mental health care decisions, determine residence, monitor care, with monthly reports to Court

### Title One Tutor and Paraprofessional

2001-2019

Illustrated an in-depth understanding of evidence-based techniques used to foster academic progress, social inclusion, and critical thinking. Delivered instruction individually and small groups.

### Care Coordinator 2018-2022 CTI Coach 2022-Present

Northern Human Services

Care Coordinator responsibilities include connecting families to community resources like medical, financial, transportation, dental, etc. Provide community outreach services to clients as an extension of skills learned in therapy.

CTI Coach responsibilities include connecting with NH inpatient psychiatric hospitals to connect discharging patients to local community resources including MH services, housing, medical, dental, financial, social, etc.

## SKILLS

- Excellent communication skills
- Problem solving skills
- Prioritizing importance
- Existent community relationships
- Developing relationships/contacts

## EDUCATION

### NH Technical College

1982-1989

1982-1984: Mental Health/Human Services Program. 1987- 1989: Enrolled in the Nursing Program

### WMCC-Berlin

2003

Special Education Certificate  
2018-Applied Behavioral Analysis

Nicole Demers



## Skills

- Microsoft Office
- Time Management Skills
- Collaboration internally and externally
- Organization
- Written Communication
- Ability to adapt to challenging situations

## Work Experience

March 2018- Present

Northern Human Services, Licensed Clinical Mental Health Counselor

- CTI Supervisor
- ACT Clinician
- AVH Contract; 3 days a week and every 4th weekend (holidays and fill in when needed)
- Created Coos County Nursing Home Contract
- Created Saint Vincent de Paul Nursing Home Contract
- Caseload of 61
- Emergency Services
- Reviewing charts
- Involuntary Emergency Admissions
- Complaint and Prayers
- Conditional Discharge Revocations
- Established relationships with New Hampshire Psychiatric Hospital's admissions and care management teams.
- Treatment plans, Quarterlies, and other required documentation

December 2012- June 2018

Coos County Nursing Home; Licensed Nursing Assistant

- Help residents with activities of daily living.
- Charting on assigned residents

## Education

June 2016- December 2018

**Plymouth State University, Plymouth NH**

**Masters of Science, Clinical Mental Health Counseling**

August 2012-May 2016

**Keene State College, Keene NH**

**Bachelors of Arts, Psychology**

### **Trainings**

- CACS (Certified Approved Clinical Supervisor), 2021
- Certified Clinical Telemental Health Provider Training, 2022
- Certified Clinical Trauma Professional, 2022
- Confidentiality in the 21st Century, 2021
- Evidence based Treatment for First Episode Psychosis, 2021

Contractor Name  
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Lucille Burdick	CTI Coach	\$41,150.20
Nicole Demers	CTI Supervisor	\$15,324.40

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Lori A. Sbibinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 8, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into new **Sole Source** contracts with the vendors listed in **bold** below, which includes the option to renew for two (2) years, and amend existing contracts to expand and continue providing Critical Time Intervention services, by exercising contract renewal options by increasing the total price limitation by \$3,252,100 from \$790,341 to \$4,042,441 and extending the completion dates of the existing contracts from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. 70% Federal Funds. 30% General Funds.

The original contracts were approved by Governor and Council as indicated in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approvals
<b>Behavioral Health &amp; Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County</b>	177278	Dover, Region 9	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
<b>The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health</b>	154112	Nashua, Region 6	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
<b>The Mental Health Center of Greater Manchester, Inc.</b>	177184	Manchester, Region 7	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

West Central Services, Inc. DBA West Central Behavioral Health	177654	Lebanon, Region 2	\$129,135	\$218,386	\$347,521	O: 10/27/21, (Item #15)
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$0	\$349,487	\$349,487	New Sole Source
Northern Human Services	177222	Conway, Region 1	\$0	\$258,410	\$258,410	New Sole Source
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$0	\$440,564	\$440,564	New Sole Source
The Lakes Region Mental Health Center, Inc.	164480	Laconia, Region 3	\$0	\$258,410	\$258,410	New Sole Source
Monadnock Family Services	177510	Keene, Region 5	\$0	\$258,410	\$258,410	New Sole Source
The Mental Health Center for Southern New Hampshire DBA Center for Life Management	174116	Derry, Region 10	\$0	\$349,487	\$349,487	New Sole Source
		<b>Total:</b>	<b>\$790,341</b>	<b>\$3,252,100</b>	<b>\$4,042,441</b>	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

A part of this request is Sole Source because the remaining six (6) of the ten (10) Community Mental Health Centers have been identified as being ready to implement the Critical Time Intervention program. The Community Mental Health Centers are designated by the Department to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule He-M 425.03.

Additionally, the original four (4) Community Mental Health Centers will continue providing Critical Time Intervention programming in order to continue addressing the needs of community

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

members transitioning out of inpatient behavioral health settings, with the goal of lowering readmission rates and thereby lowering readmission costs.

The purpose of this request is to ensure individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to New Hampshire Hospital and Designated Receiving Facilities, have intensive supports available that improve quality of life while mitigating readmission to psychiatric facilities. The Contractors will continue operationalizing Critical Time Intervention programs that provide intensive individual support services for individuals during the initial nine (9) months of discharge from inpatient behavioral health settings.

Approximately 800 individuals will be served during State Fiscal Years 2022 and 2023.

Critical Time Intervention is a time-limited and evidence-based practice that mobilizes community supports for vulnerable individuals during periods of transition. The Critical Time Intervention model facilitates community reintegration and continuity of care by ensuring an individual has enduring ties to their community and support systems in place.

The Contractors will continue working with the Department to establish policies relative to Critical Time Intervention programs. The Critical Time Intervention model is being introduced to the remaining six (6) Community Mental Health Centers and will ensure individuals, statewide, have access to services that support linkages to community supports and other personal supports during difficult transitions to the communities.

The Department will continue monitoring the Critical Time Intervention program by:

- Overseeing quality assurance activities and reviews of the Contractors operations to ensure compliance with the contractual objectives;
- Conducting recurring analysis of program fidelity and outcomes data; and
- Actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

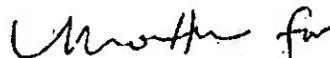
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the Department has the option to extend four (4) of the agreements for up to three (3) additional years. The Department is exercising its option to renew services for one (1) of the three (3) years available. For the six (6) new Sole Source contracts in this requested action, the Department has the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, the Department will continue to experience higher hospitalization rates, lengthier waitlists, and gaps in services that support successful reintegration of individuals into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #1B09SM083987

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette  
Commissioner

Attachment A  
Financial Details

05-95-92-920010-7877 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, OFFICE OF THE DIRECTOR (100% General Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	7,594.00	-	7,594.00
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			Subtotal	7,594.00	78,987.00	86,581.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			Subtotal	12,994.00	152,964.00	165,958.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			Subtotal	12,994.00	152,964.00	165,958.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			Subtotal	12,994.00	152,964.00	165,958.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		115,976.00	115,976.00
			Subtotal	-	115,976.00	115,976.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			Subtotal	-	78,987.00	78,987.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			Subtotal	-	152,964.00	152,964.00

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
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			Subtotal	-	78,987.00	78,987.00

Monadnock Family Services (Vendor Code 177150-B005)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	78,987.00	78,987.00
			<b>Subtotal</b>	-	78,987.00	78,987.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	115,976.00	115,976.00
			<b>Subtotal</b>	-	115,976.00	115,976.00

<b>Total</b>				<b>46,576.00</b>	<b>1,159,756.00</b>	<b>1,206,332.00</b>
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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)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	121,541.00	-	121,541.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	121,541.00	73,995.00	195,536.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

The Mental Health Center of Greater Manchester (Vendor Code 177164-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
			<b>Subtotal</b>	-	168,107.00	168,107.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	-	114,019.00	114,019.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget

Attachment A  
Financial Details

2022	074-500585	Grants for public assistance	92244120	-	67,582.00	67,582.00
2023	074-500585	Grants for public assistance	92244120		154,614.00	154,614.00
			<i>Subtotal</i>	-	222,196.00	222,196.00

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
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120		73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120		73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120		114,304.00	114,304.00
			<i>Subtotal</i>	-	168,107.00	168,107.00

<b>Total</b>					<b>743,765.00</b>	<b>1,438,304.00</b>	<b>2,182,069.00</b>
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05-95-80-903510-2468 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: PUBLIC HEALTH DIV OF, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, PUBLIC HEALTH CRISIS RSP-ARP (100% Federal Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Communty Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

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
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

<b>Total</b>				-	654,040.00	654,040.00
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<b>Grand Total</b>				790,341.00	3,252,100.00	4,042,441.00
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Subject: Operationalization of the Critical Time Intervention Phase Two (SS-2022-DBH-07-OPERA-02)

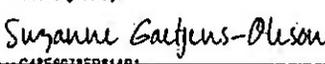
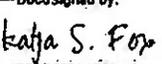
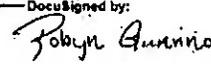
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name 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 05-95-92-922010-41200000; 05-95-92-920010-78770000; 05-95-90-903510-24680000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$258,410
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 3/1/2022		1.12 Name and Title of Contractor Signatory Suzanne Gaetjens-Oleson Chief Executive Officer	
1.13 State Agency Signature DocuSigned by:  Date: 3/8/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/8/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials

DS  
SGO

Date 3/1/2022

**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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

Contractor Initials

SGO

Date 3/1/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

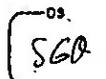
20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials   
Date 3/1/2022

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Phase Two  
EXHIBIT A**

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and 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.

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 1 for individuals who:
  - 1.2.1. Are discharged from inpatient behavioral health settings;
  - 1.2.2. Are not receiving ACT services;
  - 1.2.3. Agree to receiving CTI program services;
  - 1.2.4. Are returning to Region 1; and
  - 1.2.5. Are 18 years or older.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 1.8.2. Progress; and
- 1.8.3. Opportunities.
- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:
  - 1.9.1. Applicable EHR modifications are fully functional by July of 2022 with a submission of test data at the request of the Department; and
  - 1.9.2. The EHR has capacity to capture information regarding:
    - 1.9.2.1. Referrals;
    - 1.9.2.2. Discharge;
    - 1.9.2.3. Assessments;
    - 1.9.2.4. Care plans;
    - 1.9.2.5. All interactions between CTI program and the individual;
    - 1.9.2.6. Hospitalizations; and
    - 1.9.2.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.11. The Contractor shall document in the EHR all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
  - 1.12.2. Community Mental Health Centers, statewide.
  - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.12.4. Landlords.
  - 1.12.5. Local Businesses.
  - 1.12.6. Community Action Program agencies.
  - 1.12.7. Peer Support Agencies.
  - 1.12.8. Educational Institutions.
  - 1.12.9. Public Assistance Agencies.
  - 1.12.10. Local Welfare Offices.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 1.12.11. Public Health Departments.
- 1.12.12. Transportation providers.
- 1.12.13. Places of worship.
- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services; and
  - 1.13.2. Engage in a pre-CTI meeting with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
  - 1.14.1. Review the individual's treatment history;
  - 1.14.2. Identify existing community supports; and
  - 1.14.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
    - 1.14.3.1. Income.
    - 1.14.3.2. Access to health care, including:
      - 1.14.3.2.1. Health care services;
      - 1.14.3.2.2. Mental health services;
      - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services; and
      - 1.14.3.2.4. Insurance coverage.
    - 1.14.3.3. Diet and exercise.
    - 1.14.3.4. Education.
    - 1.14.3.5. Employment.
    - 1.14.3.6. Family and social supports.
    - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of *Set*

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:

- 1.15.1. Documenting the individual's recovery and transition goals;
- 1.15.2. Identifying supports and services to assist the individual with transition back into the community;
- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
  - 1.15.3.1. Housing supports.
  - 1.15.3.2. Mental health services.
  - 1.15.3.3. Primary care health services.
  - 1.15.3.4. Transportation supports.
  - 1.15.3.5. Child care supports.
  - 1.15.3.6. Educational programs and supports.
  - 1.15.3.7. Employment supports.
  - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.17.1. Access to emergency department visits.
  - 1.17.2. Access to inpatient services to resolve crisis as they arise.
  - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

**2. Phase One (1) CTI Services**

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 2.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 2.2.1.1. Health care appointments.
    - 2.2.1.2. Mental health appointments.
    - 2.2.1.3. Recovery and substance use treatment sessions.
    - 2.2.1.4. Dental appointments.
    - 2.2.1.5. Other appointments relative to life skills.
  - 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 2.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**3. Phase Two (2) CTI Services**

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall reassess the individual's needs and update the Phase Plan, as needed.
- 3.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 3.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 3.3.2. Assisting with self-advocacy.
- 3.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 3.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 3.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 3.7.1. Faith and/or spiritual programs.
  - 3.7.2. Physical fitness programs.
  - 3.7.3. Social clubs.
  - 3.7.4. Creative art programming.
  - 3.7.5. Education.
  - 3.7.6. Employment.
- 3.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**4. Phase Three (3) CTI Services**

- 4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 4.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 4.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 4.3.1. Developing a long-term plan to:
    - 4.3.1.1. Manage their support network independently; and
    - 4.3.1.2. Achieve recovery goals that remain outstanding.
- 4.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.5. The Contractor shall facilitate a final meeting with the individual to:
  - 4.5.1. Acknowledge achievements over the past 9 months; and
  - 4.5.2. Ensure the individual can function independently with their support network.
- 4.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 4.6.1. The individual's recovery and transition goals;
- 4.6.2. The steps the individual made that indicate their ability to manage their support network independently;
- 4.6.3. The individual's experience in CTI;
- 4.6.4. Initial Risk Assessment;
- 4.6.5. Barriers to the Intervention; and
- 4.6.6. Summarize CTI Intervention.

**5. CTI Supervisory Scope of Work**

- 5.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 5.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 5.2.1. Weekly documentation on required forms that include the:
    - 5.2.1.1. Weighted caseload tracker;
    - 5.2.1.2. Phase date form; and
    - 5.2.1.3. CTI Team Supervision form; and
  - 5.2.2. CTI worker's fidelity efforts; and
  - 5.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 5.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**6. Flexible Needs**

- 6.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 6.1.1. Groceries.
  - 6.1.2. Transportation.
  - 6.1.3. Childcare.
  - 6.1.4. Short-term housing costs, such as security deposits or utility bills.
  - 6.1.5. Clothing appropriate for cold weather, job interviews, or work.
  - 6.1.6. Other uses pre-approved in writing by the Department.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**7. Staffing**

- 7.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 7.1.1. Two (2) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 7.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 7.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:
  - 7.2.1. Obtain and verify a minimum of two (2) references for the individual;
  - 7.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
  - 7.2.3. Complete a criminal records check to ensure that the individual has no history of:
    - 7.2.3.1. Felony conviction; or
    - 7.2.3.2. Any misdemeanor conviction involving:
      - 7.2.3.2.1. Physical or sexual assault;
      - 7.2.3.2.2. Violence;
      - 7.2.3.2.3. Exploitation;
      - 7.2.3.2.4. Child pornography;
      - 7.2.3.2.5. Threatening or reckless conduct;
      - 7.2.3.2.6. Theft;
      - 7.2.3.2.7. Driving under the influence of drugs or alcohol; or
      - 7.2.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
  - 7.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:
    - 7.2.4.1. The individual's name is on the BEAS state registry;
    - 7.2.4.2. The individual has a record of a felony conviction; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

7.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 7.2.3.2.

- 7.3. The Contractor shall ensure all CTI staff:
- 7.3.1. Complete the CTI model training; and
  - 7.3.2. Attend regular Community of Practice (CoP) meetings.
- 7.4. The Contractor shall participate in training, as requested by the Department, which includes:
- 7.4.1. A two (2) day CTI worker training;
  - 7.4.2. A one (1) day CTI supervisor training;
  - 7.4.3. A two (2) day Train-the-Trainer training;
  - 7.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 7.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 7.4.5.1. Motivational Interviewing.
    - 7.4.5.2. Harm reduction.
    - 7.4.5.3. Trauma Informed Care.
    - 7.4.5.4. Setting boundaries.

**8. Exhibits Incorporated**

- 8.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**9. Reporting Requirements**

- 9.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 9.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

Department. The Contractor shall ensure the reporting includes, but is not limited to:

- 9.2.1. Implementation milestones that include but are not limited to:
  - 9.2.1.1. Hiring, onboarding, and training of staff.
  - 9.2.1.2. The development of a discharge process with New Hampshire Hospital and other DRF's.
  - 9.2.1.3. Open enrollment.
  - 9.2.1.4. Community engagement activities for individual resource development.
  - 9.2.1.5. Training of CMHC clinical staff on the CTI Program.
  - 9.2.1.6. The development of an internal process for communication and coordination between agency services.
  - 9.2.1.7. CTI program improvement efforts.
  - 9.2.1.8. CTI implementation fidelity self-Assessment outcomes.
  - 9.2.1.9. Barriers, challenges, and highlights.

9.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15th) day of the following month.

9.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**10. Operationalization Measures**

- 10.1. The Department will monitor the contracted services by:
  - 10.1.1. Meeting with the Contractor to determine whether:
    - 10.1.1.1. Implementation milestones have been met;
    - 10.1.1.2. Staffing requirements have been met; and
    - 10.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 10.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 10.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
- 10.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 10.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 10.2.1. Barriers to progress, as identified by the Department.
  - 10.2.2. Action taken to date to address barriers.
  - 10.2.3. Future action to address barriers, with timeframes.
  - 10.2.4. Action taken to date to make progress.
  - 10.2.5. Future action to make progress, with timeframes.
- 10.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 10.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 10.4.1. Operational workflows;
  - 10.4.2. CTI policies and procedures;
  - 10.4.3. Encounter notes on required forms; and
  - 10.4.4. Phoenix data entry.
- 10.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 10.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 10.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 10.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**11. Additional Terms**

- 11.1. Impacts Resulting from Court Orders or Legislative Changes
  - 11.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
  - 11.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 11.3. Credits and Copyright Ownership
  - 11.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
  - 11.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
  - 11.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
    - 11.3.3.1. Brochures.
    - 11.3.3.2. Resource directories.
    - 11.3.3.3. Protocols or guidelines.
    - 11.3.3.4. Posters.
    - 11.3.3.5. Reports.
  - 11.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**11.4. Operation of Facilities: Compliance with Laws and Regulations**

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**12. Records**

12.1. The Contractor shall keep records that include, but are not limited to:

12.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

12.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

12.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

12.1.4. Medical records on each patient/recipient of services.

12.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 44.12%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN 1B09SM083987.
  - 1.2. 25.31%, Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.354, FAIN NU90TP922144.
  - 1.3. 30.57% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective upon approval of the contract through June 30, 2022, payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, which shall not exceed the approved line items specified in Exhibit C-1, Budget.
  - 2.4. Effective July 1, 2022, except for a) Incentive Payments described in Section 3; b) Flexible Funds described in Section 6; and c) Contingency Funds described in Section 7; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.4.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.4.1.1, Rate Table, which are rates set for the term of the contract.

**2.4.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI	\$370.91	Minimum of two (2) encounters with the individual, in-person or	Paid once per <u>SGA</u>

New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
**EXHIBIT C**

(Phases 1-3)	virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	individual, per month, not to exceed nine (9) consecutive months.
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- 2.4.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B, Scope of Services, which include:
  - 2.4.2.1. CTI worker salaries and benefits;
  - 2.4.2.2. CTI supervisor salaries and benefits; and
  - 2.4.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.4.3. If the actual costs incurred for providing services in Exhibit B, Scope of Services exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
  - 2.4.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.4.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-2, Budget over the term of the Agreement.
- 2.4.4. If the actual costs incurred for providing services in Exhibit B, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
  - 2.4.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1., and the actual amounts of expenses incurred.
  - 2.4.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.4.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

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- 2.4.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table in Subparagraph 2.4.1.1 have been met for each individual identified on the invoice.
- 2.4.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.4.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.5. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-2, Budget. The Contractor shall ensure flexible funding expenditures incurred are:
  - 2.5.1. Used to directly support the needs of the client when no other funds are not available;
  - 2.5.2. Used for one-time expenses tangible in nature;
  - 2.5.3. Directly allocable to the work performed under this Agreement;
  - 2.5.4. Appropriate in amount and nature, as determined by the Department; and
  - 2.5.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.6. The Contractor shall be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement, at the Department's discretion. The Contractor shall:
  - 2.6.1. Obtain pre-approval for the expenses from the Department via a form of submission satisfactory to the Department with applicable justifications; and
  - 2.6.2. Ensure requests for Contingency Payments, based on extraordinary costs, do not exceed the contingency expenses line item defined in Exhibit C-2, Budget.
- 2.7. Effective July 1, 2022, the Contractor shall be eligible to receive an incentive payment in an amount not to exceed 5% of their invoicing of the per diem expense line item defined in Exhibit C-2, Budget. The Contractor shall be eligible for the incentive payment if the average graduation rate across all CTI clients enrolled during State Fiscal Year

SGD

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

2023 is demonstrated to be equal to or greater than 75%. For the purposes of this Subsection 2.7.:

- 2.7.1. "Graduated" for this incentive payment shall mean a CTI client that enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Year 2023;
  - 2.7.2. "Enrolled" for this incentive payment shall mean any individual, discharged from a qualifying Designated Receiving Facility (DRF) or New Hampshire Hospital, that entered Phase 1 of the CTI program upon their discharge, which does not include individuals who participate in Pre-CTI, but do not enter Phase 1; and
  - 2.7.3. The incentive target shall be calculated based on:
    - 2.7.3.1. Data submitted by the Contractor via the Phoenix reporting system; and
    - 2.7.3.2. The calculation of the total number of graduated CTI clients during the State Fiscal Year 2023 divided by the total number of CTI clients enrolled into Phase 1 and eligible to graduate during State Fiscal Year 2023.
3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
- 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 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.
  - 10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.
11. Audits
  - 11.1. The Contractor must email an annual audit to: [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 11.1.1. 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.
    - 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

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- 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 11.3. 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.
- 11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Northern Human Services

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: State Fiscal Year 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 20,708.00	\$ 4,701.00	\$ 25,410.00	\$ -	\$ -	\$ -	\$ 20,708.00	\$ 4,701.00	\$ 25,410.00
2. Employee Benefits	\$ 5,708.00	\$ 1,318.00	\$ 7,114.00	\$ -	\$ -	\$ -	\$ 5,708.00	\$ 1,318.00	\$ 7,114.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - System Upgrade Funds	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
10. Machinery/Commissioners	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plan Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Incentive Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruiting and Hiring Costs	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 3,750.00	\$ -	\$ 3,750.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 34,007.00</b>	<b>\$ 6,017.00</b>	<b>\$ 40,024.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 34,007.00</b>	<b>\$ 6,017.00</b>	<b>\$ 40,024.00</b>

Indirect As A Percent of Direct 17.7%

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Northern Human Services

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2022 to 6/30/2023

Line Item	Total Program Cost				Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Contractor	Match	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$	
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$	
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$	
5. Supplies:	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Office	\$	\$	\$	\$	\$	\$	\$	\$	\$	
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$	
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$	
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Postage	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Audit and Legal	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Insurance	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$	
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$	\$	\$	\$	
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$	
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$	
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$	
13. Other (specific details mandatory)	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Flex Funds	\$	4,000.00	\$	4,000.00	\$	\$	\$	4,000.00	\$	4,000.00
Incentive Payments	\$	9,245.00	\$	9,245.00	\$	\$	\$	9,245.00	\$	9,245.00
Per Diem Expenses	\$	195,141.00	\$	195,141.00	\$	\$	\$	195,141.00	\$	195,141.00
Contingency Expenses	\$	10,000.00	\$	10,000.00	\$	\$	\$	10,000.00	\$	10,000.00
TOTAL	\$	218,388.00	\$	218,388.00	\$	\$	\$	218,388.00	\$	218,388.00

Indirect As A Percent of Direct 0.0%

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

SGD

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

3/1/2022

Date

DocuSigned by:

*Suzanne Gaetjens-Oleson*

Name: Suzanne Gaetjens-Oleson

Title: Chief Executive Officer

New Hampshire Department of Health and Human Services  
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

3/1/2022

Date

DocuSigned by:

*Suzanne Gaetjens-Oleson*

Name: Suzanne Gaetjens-Oleson

Title: Chief Executive Officer

Vendor Initials   
Date 3/1/2022

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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**New Hampshire Department of Health and Human Services  
Exhibit F**



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3/1/2022

Date

DocuSigned by:

*Suzanne Gaetjens-Oleson*

Name: Suzanne Gaetjens-Oleson

Title: Chief Executive Officer

DS  
SGO

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age, in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

DS  
SGO

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

3/1/2022

Date

DocuSigned by:

*Suzanne Gaetjens-Oleson*

Name: Suzanne Gaetjens-Oleson

Title: Chief Executive Officer

Exhibit G

Contractor Initials

DS  
SGO

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

3/1/2022

Date

DocuSigned by:  
*Suzanne Gaetjens-Oleson*  
Name: SUZANNE Gaetjens-Oleson  
Title: Chief Executive Officer

Contractor Initials SGO  
Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 1 of 6

Contractor Initials

SGA

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials

SGO

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials

SGD

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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3/2014

Contractor Initials

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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3/2014

Contractor Initials

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

Northern Human Services

The State by:

Name of the Contractor

*Katja S. Fox*

*Suzanne Gaetjens-Oleson*

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Suzanne Gaetjens-Oleson

Name of Authorized Representative  
Director

Name of Authorized Representative

Chief Executive Officer

Title of Authorized Representative

Title of Authorized Representative

3/8/2022

3/1/2022

Date

Date

3/2014

DS  
*SGO*  
Contractor Initials  
Date 3/1/2022

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3/1/2022

Date

DocuSigned by:

*Suzanne Gaetjens-Oleson*  
Name: Suzanne Gaetjens-Oleson  
Title: Chief Executive Officer

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073973059
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

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: _____

## New Hampshire Department of Health and Human Services

### Exhibit K

## DHHS Information Security Requirements



#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative, in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

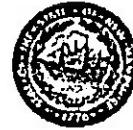
A. Retention

- 1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- 2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
- 6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any State of New Hampshire Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the Confidential Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

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New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV.A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - e. limit disclosure of the Confidential information to the extent permitted by law.
  - f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
  - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer: DHHSPrivacyOfficer@dhhs.nh.gov
- B. DHHS Security Officer: DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Seacoast Mental Health Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 6, 2022, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,721,814
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit B, Scope of Services; by replacing in its entirety with Exhibit B, Amendment #1, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C Amendment #1, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/24/2023  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja S. Fox*  
\_\_\_\_\_  
Name: Katja S. Fox  
Title: Director

5/24/2023  
\_\_\_\_\_  
Date

Seacoast Mental Health Center, Inc.  
*Jay Couture*  
\_\_\_\_\_  
Name: Jay Couture  
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/30/2023

Date

DocuSigned by:  
*Robyn Guarino*  
748734841844466...  
Name: Robyn Guarino  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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**Scope of Services**

**1. Statement of Work – All Regions**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning back into their community from:
  - 1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and
  - 1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 8 for individuals who meet criteria as they relate to the transition, as determined by the Department.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews, and revise policies and procedures as identified by the Contractor, and as mutually agreed upon by the Contractor and the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;
  - 1.8.2. Progress; and
  - 1.8.3. Opportunities.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure the EHR has capacity to capture information regarding:
  - 1.9.1. Referrals;
  - 1.9.2. Discharge;
  - 1.9.3. Assessments;
  - 1.9.4. Care plans;
  - 1.9.5. All interactions between CTI program and the individual;
  - 1.9.6. Hospitalizations; and
  - 1.9.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall participate in continuous quality improvement exercises to ensure the accuracy, completeness, and timely submission of CTI data to the Department.
- 1.11. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.12. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.13. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.13.1. New Hampshire Hospital and all of the DRFs, statewide.
  - 1.13.2. Community Mental Health Centers, statewide.
  - 1.13.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.13.4. Landlords.
  - 1.13.5. Local Businesses.
  - 1.13.6. Community Action Program agencies.
  - 1.13.7. Peer Support Agencies.
  - 1.13.8. Educational Institutions.
  - 1.13.9. Public Assistance Agencies.
  - 1.13.10. Local Welfare Offices.
  - 1.13.11. Public Health Departments.
  - 1.13.12. Transportation providers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 1.13.13. Churches.
- 1.13.14. Refugee associations.
- 1.13.15. Health clubs.
- 1.13.16. Other social support organizations.
- 1.14. The Contractor shall take all necessary action to support the individual with connecting to the community support providers identified in the discharge plan.
- 1.15. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.15.1. Emergency Department visits.
  - 1.15.2. Inpatient services to resolve crisis as they arise.
  - 1.15.3. Supplementary crisis programs, as needed and determined by the Contractor.
  - 1.15.4. Rapid Response.
- 1.16. If an individual experiences a re-admittance, and is no longer able to participate in CTI, the Contractor shall ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

**2. Pre-CTI Services**

- 2.1. The Contractor shall provide Pre-CTI supports and services for the period after an individual is referred, and before that individual is discharged from an inpatient behavioral health setting. The Contractor shall ensure:
  - 2.1.1. Individuals meet the current referral criteria as approved by the Department.
- 2.2. During the Pre-CTI phase, the Contractor shall obtain consent from the individual to participate in the CTI program.
- 2.3. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 2.3.1. Schedule an appointment with the individual within one (1) business day of receiving a referral for services; and
  - 2.3.2. Meet with the individual as often as needed to:
    - 2.3.2.1. Assess their needs; and
    - 2.3.2.2. Develop a CTI Phase Plan that supports a successful discharge.
- 2.4. The Contractor shall conduct an assessment of the individual's needs using

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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tools pre-approved by the Department, to:

- 2.4.1. Review the individual's treatment history;
- 2.4.2. Identify existing community supports; and
- 2.4.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
  - 2.4.3.1. Income.
  - 2.4.3.2. Access to health care, including:
    - 2.4.3.2.1. Health care services;
    - 2.4.3.2.2. Mental health services;
    - 2.4.3.2.3. Substance Use Disorder and Recovery Support Services; and
    - 2.4.3.2.4. Insurance coverage.
  - 2.4.3.3. Diet and exercise.
  - 2.4.3.4. Education.
  - 2.4.3.5. Employment.
  - 2.4.3.6. Family and social supports.
  - 2.4.3.7. Housing arrangements.
- 2.5. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:
  - 2.5.1. Documenting the individual's recovery and transition goals;
  - 2.5.2. Identifying supports and services to assist the individual with transition back into the community;
  - 2.5.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
    - 2.5.3.1. Housing supports.
    - 2.5.3.2. Mental health services.
    - 2.5.3.3. Primary care health services.
    - 2.5.3.4. Transportation supports.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 2.5.3.5. Child care supports.
- 2.5.3.6. Educational programs and supports.
- 2.5.3.7. Employment supports.
- 2.5.3.8. Family, friends, and peers.
- 2.5.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 2.5.5. Identifying barriers to success; and
- 2.5.6. Providing assistance with barrier resolution.

**3. Phase One (1) CTI Services**

- 3.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 3.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 3.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 3.2.1.1. Health care appointments.
    - 3.2.1.2. Mental health appointments.
    - 3.2.1.3. Recovery and substance use treatment sessions.
    - 3.2.1.4. Dental appointments.
    - 3.2.1.5. Other appointments relative to life skills.
  - 3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 3.2.4. Attending meetings or appointments as requested by the individual.
- 3.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 3.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**4. Phase Two (2) CTI Services**

- 4.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 4.2. The Contractor shall reassess the individual's needs and update the Phase Plan.
- 4.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 4.3.2. Assisting with self-advocacy.
- 4.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 4.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 4.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 4.7.1. Faith and/or spiritual programs.
  - 4.7.2. Physical fitness programs.
  - 4.7.3. Social clubs.
  - 4.7.4. Creative art programming.
  - 4.7.5. Education.
  - 4.7.6. Employment.
- 4.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**5. Phase Three (3) CTI Services**

- 5.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 5.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 5.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 5.3.1. Developing a long-term plan to:
    - 5.3.1.1. Manage their support network independently; and

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 5.3.1.2. Achieve recovery goals that remain outstanding.
- 5.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 5.5. The Contractor shall facilitate a final meeting with the individual to:
- 5.5.1. Acknowledge achievements over the past 9 months; and
- 5.5.2. Ensure the individual can function independently with their support network.
- 5.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
- 5.6.1. The individual's recovery and transition goals;
- 5.6.2. The steps the individual made that indicate their ability to manage their support network independently;
- 5.6.3. The individual's experience in CTI;
- 5.6.4. Initial Risk Assessment;
- 5.6.5. Barriers to the Intervention; and
- 5.6.6. A summary of the CTI Intervention.

**6. CTI Program Inactive, Reactivated and Closed Statuses**

- 6.1. The Contractor shall maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:
- 6.1.1. Inactive Status
- 6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement [defined as at least two (2) attempts by phone or in-person per week] for three (3) weeks occurs, the individual shall be considered inactive.
- 6.1.1.2. The CTI Coach shall notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.
- 6.1.1.3. The CTI Supervisor shall:
- 6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;
- 6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close<sup>os</sup> the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

case at the completion of nine (9) months [defined as from the day of initial discharge]; and

6.1.1.3.3. Note the individual did not complete the program in the EHR.

6.1.2. Reactivated Status

6.1.2.1. An individual shall be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

6.1.2.2. Once the individual is reactivated, the CTI Supervisor shall reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

6.1.2.3. The reactivated individual shall continue the CTI program according to the initial 9-month timeline based on their date of discharge.

6.1.2.4. The CTI Coach shall update the status in the EHR based on the Contractor's documentation requirements, and/or procedures.

6.1.2.5. The individual shall be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

6.1.3. Closed Status

6.1.3.1. An individual shall be considered closed if the individual:

6.1.3.1.1. Moved out of state, or the catchment area;

6.1.3.1.2. Passed away;

6.1.3.1.3. Declines participation in CTI following initial engagement;

6.1.3.1.4. Is hospitalized for an extended period of time as determined by the Contractor;

6.1.3.1.5. Transferred to an Assertive Community Treatment (ACT) Team;

6.1.3.1.6. Is incarcerated; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 6.1.3.1.7. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's client closing policy.
- 6.1.3.2. The CTI Coach shall update the EHR to indicate the closed status.
- 6.1.3.3. The CTI Supervisor shall remove the individual from the CTI Coach's caseload.
- 6.1.3.4. If the individual becomes eligible for CTI again, the Contractor shall ensure they are allowed to receive the service.

**7. CTI Supervisory Scope of Work**

- 7.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 7.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 7.2.1. Weekly documentation on required forms that include the:
    - 7.2.1.1. Weighted caseload tracker;
    - 7.2.1.2. Phase date form; and
    - 7.2.1.3. CTI Team Supervision form; and
  - 7.2.2. CTI worker's fidelity efforts; and
  - 7.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 7.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**8. Flexible Needs**

- 8.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 8.1.1. Groceries.
  - 8.1.2. Transportation.
  - 8.1.3. Childcare.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 8.1.4. Short-term housing costs, such as security deposits or utility bills.
- 8.1.5. Clothing appropriate for cold weather, job interviews, or work.
- 8.1.6. Other uses pre-approved in writing by the Department.

**9. Staffing**

- 9.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 9.1.1. Four (4) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 9.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 9.2. 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.
- 9.3. The Contractor shall ensure all CTI staff:
  - 9.3.1. Complete the CTI model training; and
  - 9.3.2. Attend regular Community of Practice (CoP) meetings.
- 9.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 9.4.1. A two (2) day CTI worker training;
  - 9.4.2. A one (1) day CTI supervisor training;
  - 9.4.3. A two (2) day Train-the-Trainer training;
  - 9.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 9.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 9.4.5.1. Motivational Interviewing.
    - 9.4.5.2. Harm reduction.
    - 9.4.5.3. Trauma Informed Care.
    - 9.4.5.4. Setting boundaries.

**10. Exhibits Incorporated**

- 10.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

has been executed by the parties.

- 10.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 10.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**11. Reporting Requirements**

- 11.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 11.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
  - 11.2.1. Implementation milestones that include but are not limited to:
    - 11.2.1.1. Hiring, onboarding, and training of staff.
    - 11.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRFs.
    - 11.2.1.3. Open enrollment.
    - 11.2.1.4. Community engagement activities for individual resource development.
    - 11.2.1.5. Training of CMHC clinical staff on the CTI Program.
    - 11.2.1.6. The development of an internal process for communication and coordination between agency services.
    - 11.2.1.7. CTI program improvement efforts.
    - 11.2.1.8. CTI implementation fidelity self-Assessment outcomes.
    - 11.2.1.9. Barriers, challenges, and highlights.
- 11.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15<sup>th</sup>) day of the following month.
- 11.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

**12. Operationalization Measures**

- 12.1. The Department will monitor the contracted services by:
  - 12.1.1. Meeting with the Contractor to determine whether:
    - 12.1.1.1. Implementation milestones have been met;
    - 12.1.1.2. Staffing requirements have been met; and
    - 12.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 12.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;
  - 12.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
  - 12.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 12.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 12.2.1. Barriers to progress, as identified by the Department.
  - 12.2.2. Action taken to date to address barriers.
  - 12.2.3. Future action to address barriers, with timeframes.
  - 12.2.4. Action taken to date to make progress.
  - 12.2.5. Future action to make progress, with timeframes.
- 12.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 12.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 12.4.1. Operational workflows;
  - 12.4.2. CTI policies and procedures;
  - 12.4.3. Encounter notes on required forms; and
  - 12.4.4. Phoenix data entry.
- 12.5. The Contractor may be required to provide other key data and metrics to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

Department, including client-level demographic, performance, and service data.

- 12.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 12.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 12.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**13. Additional Terms**

- 13.1. Impacts Resulting from Court Orders or Legislative Changes
  - 13.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 13.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
  - 13.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 13.3. Credits and Copyright Ownership
  - 13.3.1. All documents, notices, press releases, research reports and other materials, prepared during or resulting from the performance of the services of the Agreement, that are publicly distributed, shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 13.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 13.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 13.3.3.1. Brochures.
  - 13.3.3.2. Resource directories.
  - 13.3.3.3. Protocols or guidelines.
  - 13.3.3.4. Posters.
  - 13.3.3.5. Reports.
- 13.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 13.4. Operation of Facilities: Compliance with Laws and Regulations
  - 13.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**14. Records**

- 14.1. The Contractor shall keep records that include, but are not limited to:
  - 14.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 14.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

14.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

14.1.4. Medical records on each patient/recipient of services.

14.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 72.29% General funds.
  - 1.2. 21.32%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, Assistance Listing Number 93.958, FAIN B09SM083987.
  - 1.3. 6.39% Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021; by the Centers for Disease Control and Prevention, Assistance Listing Number 93.354, FAIN NU90TP922144.
  
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective July 1, 2023, except for a) Contingency Funds described in Subsection 2.5 and b) Incentive Payments described in Subsection 2.6; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.3.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.3.1.1, Rate Table, which are rates set for the term of the contract.

**2.3.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI (Phases 1-3)	\$370.91	Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	Paid once per individual, per month, not to exceed nine (9) consecutive months.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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- 2.3.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #1, Scope of Services, which include:
- 2.3.2.1. CTI worker salaries and benefits;
  - 2.3.2.2. CTI supervisor salaries and benefits; and
  - 2.3.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.3.3. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.3.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1 over the term of the Agreement.
- 2.3.4. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1., and the actual amounts of expenses incurred.
  - 2.3.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.3.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.
- 2.3.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table<sup>s</sup> in

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

---

Subparagraph 2.3.1.1 have been met for each individual identified on the invoice.

- 2.3.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.3.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.4. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.4.1. Used to directly support the needs of the client when no other funds are available;
- 2.4.2. Used for one-time expenses tangible in nature;
- 2.4.3. Not disbursed as gift cards or gift certificates;
- 2.4.4. Directly allocable to the work performed under this Agreement;
- 2.4.5. Appropriate in amount and nature, as determined by the Department; and
- 2.4.6. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.5. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$50,000 for SFY 2024 and \$50,000 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:
- 2.5.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and
- 2.5.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1, and meet criteria as outlined by the Department at the time of application.

New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
**EXHIBIT C, Amendment #1**

2.6. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 1 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$221,525 for SFY 2024 and \$204,103 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

2.6.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

2.6.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2025. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

2.6.3. **Table 1**

#	Incentive Payment Goal	Total Incentive Payments
1	For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments.	\$350 per individual
2	For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments.	\$500 per individual

2.6.4. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

2.6.5. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2024 through 2025; and/or seven (7) months of active participation and two (2) months of inactive participation.

2.6.6. The incentive target shall be available on:

2.6.6.1. A quarterly basis per SFY 2024 and SFY 2025, until the statewide total price limitation is reached each SFY; and based on:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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2.6.6.1.1. Data submitted by the Contractor via the Phoenix reporting system.

2.6.7. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
  - 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

---

to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 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.

10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.

**11. Audits**

11.1. The Contractor must email an annual audit to: [Denise.J.Daigneault@dhhs.nh.gov](mailto:Denise.J.Daigneault@dhhs.nh.gov) if any of the following conditions exist:

11.1.1. 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.

11.1.2. 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.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3. 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.

11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

---

financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-3 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Seacoast Mental Health Center, Inc.

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2023 to 6/30/2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$		\$	\$		\$	\$		\$
2. Employee Benefits	\$		\$	\$		\$	\$		\$
3. Consultants	\$		\$	\$		\$	\$		\$
4. Equipment:	\$		\$	\$		\$	\$		\$
Rental	\$		\$	\$		\$	\$		\$
Repair and Maintenance	\$		\$	\$		\$	\$		\$
Purchase/Depreciation	\$		\$	\$		\$	\$		\$
5. Supplies:	\$		\$	\$		\$	\$		\$
Educational	\$		\$	\$		\$	\$		\$
Lab	\$		\$	\$		\$	\$		\$
Pharmacy	\$		\$	\$		\$	\$		\$
Medical	\$		\$	\$		\$	\$		\$
Office	\$		\$	\$		\$	\$		\$
6. Travel	\$		\$	\$		\$	\$		\$
7. Occupancy	\$		\$	\$		\$	\$		\$
8. Current Expenses	\$		\$	\$		\$	\$		\$
Telephone	\$		\$	\$		\$	\$		\$
Postage	\$		\$	\$		\$	\$		\$
Subscriptions	\$		\$	\$		\$	\$		\$
Audit and Legal	\$		\$	\$		\$	\$		\$
Insurance	\$		\$	\$		\$	\$		\$
Board Expenses	\$		\$	\$		\$	\$		\$
9. Software - System Upgrade Funds	\$		\$	\$		\$	\$		\$
10. Marketing/Communications	\$		\$	\$		\$	\$		\$
11. Staff Education and Training	\$		\$	\$		\$	\$		\$
12. Subcontracts/Agreements	\$		\$	\$		\$	\$		\$
13. Other (specific details mandatory):	\$		\$	\$		\$	\$		\$
Flex Funds (pre approval needed)	\$	8,000.00	\$	\$		8,000.00	\$	8,000.00	\$
Incentive Payments (pre approval needed)	\$		\$	\$			\$		\$
Per Diem Expenses	\$	369,811.00	\$	\$		369,811.00	\$	369,811.00	\$
Contingency Exp. (pre approval needed)	\$		\$	\$			\$		\$
<b>TOTAL</b>	\$	<b>377,811.00</b>	\$	<b>377,811.00</b>		<b>377,811.00</b>	\$	<b>377,811.00</b>	\$

Indirect As A Percent of Direct 0.0%

Exhibit C-4 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Seacoast Mental Health Center, Inc.

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2024 to 6/30/2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$	-	\$	\$	-	\$	\$	-	\$
2. Employee Benefits	\$	-	\$	\$	-	\$	\$	-	\$
3. Consultants	\$	-	\$	\$	-	\$	\$	-	\$
4. Equipment:	\$	-	\$	\$	-	\$	\$	-	\$
Rental	\$	-	\$	\$	-	\$	\$	-	\$
Repair and Maintenance	\$	-	\$	\$	-	\$	\$	-	\$
Purchase/Depreciation	\$	-	\$	\$	-	\$	\$	-	\$
5. Supplies:	\$	-	\$	\$	-	\$	\$	-	\$
Educational	\$	-	\$	\$	-	\$	\$	-	\$
Lab	\$	-	\$	\$	-	\$	\$	-	\$
Pharmacy	\$	-	\$	\$	-	\$	\$	-	\$
Medical	\$	-	\$	\$	-	\$	\$	-	\$
Office	\$	-	\$	\$	-	\$	\$	-	\$
6. Travel	\$	-	\$	\$	-	\$	\$	-	\$
7. Occupancy	\$	-	\$	\$	-	\$	\$	-	\$
8. Current Expenses	\$	-	\$	\$	-	\$	\$	-	\$
Telephone	\$	-	\$	\$	-	\$	\$	-	\$
Postage	\$	-	\$	\$	-	\$	\$	-	\$
Subscriptions	\$	-	\$	\$	-	\$	\$	-	\$
Audit and Legal	\$	-	\$	\$	-	\$	\$	-	\$
Insurance	\$	-	\$	\$	-	\$	\$	-	\$
Board Expenses	\$	-	\$	\$	-	\$	\$	-	\$
9. Software - System Upgrade Funds	\$	-	\$	\$	-	\$	\$	-	\$
10. Marketing/Communications	\$	-	\$	\$	-	\$	\$	-	\$
11. Staff Education and Training	\$	-	\$	\$	-	\$	\$	-	\$
12. Subcontracts/Agreements	\$	-	\$	\$	-	\$	\$	-	\$
13. Other (specific details mandatory):	\$	-	\$	\$	-	\$	\$	-	\$
Flex Funds (pre approval needed)	\$	8,000.00	\$	\$	-	\$	\$	8,000.00	\$
Incentive Payments (pre approval needed)	\$	-	\$	\$	-	\$	\$	-	\$
Per Diem Expenses	\$	369,811.00	\$	\$	-	\$	\$	369,811.00	\$
Contingency Exp. (pre approval needed)	\$	-	\$	\$	-	\$	\$	-	\$
<b>TOTAL</b>	\$	<b>377,811.00</b>	\$	\$	-	\$	\$	<b>377,811.00</b>	\$

Indirect As A Percent of Direct 0.0%

# 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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

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**



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

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	
FINANCIAL STATEMENTS	
Statement of Financial Position	1
Statement of Activities and Changes in Net Assets	2
Statement of Cash Flows	3
Notes to Financial Statements	4
SUPPLEMENTARY INFORMATION	
Analysis of Accounts Receivable	12
Analysis of BMHS Revenues, Receipts and Receivables	13
Statement of Functional Public Support and Revenues	14
Statement of Program Service Expenses	15



**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, Brannagan + 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	<u>167,903</u>

TOTAL CURRENT ASSETS	<u>14,615,077</u>
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PROPERTY AND EQUIPMENT - NET	<u>765,447</u>
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TOTAL ASSETS	<u>\$ 15,380,524</u>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 181,007
Deferred income	295,105
Accrued vacation	273,962
Accrued expenses	<u>1,063,100</u>

TOTAL CURRENT LIABILITIES	<u>1,813,174</u>
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NET ASSETS

Net assets without donor restriction	<u>13,567,350</u>
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TOTAL LIABILITIES AND NET ASSETS	<u>\$ 15,380,524</u>
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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	<u>1,005,917</u>
Total Public Support	<u>2,892,667</u>

## Revenues -

Program service fees	20,283,146
Rental income	62,040
Other revenue	<u>990,721</u>
Total Revenues	<u>21,335,907</u>

**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	<u>383,023</u>

**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

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
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	<u>267,715</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>2,488,232</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Purchases of property and equipment	(689,824)
Investment activity, net	(130,432)
Due to affiliate	<u>(1,397,370)</u>
<b>NET CASH USED BY FINANCING ACTIVITIES</b>	<u>(2,217,626)</u>
<b>NET INCREASE IN CASH</b>	270,606
<b>CASH AND RESTRICTED CASH AT BEGINNING OF YEAR</b>	<u>4,397,254</u>
<b>CASH AND RESTRICTED CASH AT END OF YEAR</b>	<u>\$ 4,667,860</u>

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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.

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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.

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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.

Seacoast Mental Health Center, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2022

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	<u>206,098</u>
	1,581,435
Allowance for doubtful accounts	<u>(535,000)</u>
	<u>1,046,435</u>

ACCOUNTS RECEIVABLE - OTHER

BMHS	292,083
NHHFA	36,000
School Districts	42,316
MCO Directed Payments	308,413
Other AR	<u>13,255</u>
	<u>692,067</u>

TOTAL ACCOUNTS RECEIVABLE \$ 1,738,502

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

NOTE 4 INVESTMENTS

The Center has invested funds with R.M. Davis Wealth Management. The approximate breakdown of these investments are as follows:

	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
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
	<u>\$ 6,836,591</u>	<u>\$ (193,149)</u>	<u>\$ 6,643,442</u>

Investment income consisted of the following:

Interest and dividends	\$ 137,111
Realized gains	79,411
Unrealized loss	(1,061,907)
Fee expenses	<u>(23,041)</u>
TOTAL	<u>\$ (868,426)</u>

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.

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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	<u>(523,700)</u>
 Net Book Value	 <u>\$ 765,447</u>

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	<u>11,526</u>
 TOTAL	 <u>\$ 295,105</u>

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.

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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:

	<u>Book Balance</u>	<u>Bank Balance</u>
Insured by FDIC*	<u>\$ 4,667,860</u>	<u>\$ 4,768,715</u>

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.

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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	<u>13</u>
	<u>100 %</u>

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	<u>6,643,442</u>
Financial assets available within one year for general expenditures	<u>\$12,495,189</u>

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	<u>(400,000)</u>	-	<u>(135,000)</u>	-	<u>(535,000)</u>
TOTAL	<u>\$ 564,550</u>	<u>\$ 23,306,056</u>	<u>\$ (3,157,910)</u>	<u>\$ (19,666,261)</u>	<u>\$ 1,046,435</u>

Seacoast Mental Health Center, Inc.  
**ANALYSIS OF BMHS REVENUES, RECEIPTS AND RECEIVABLES**  
 For the Year Ended June 30, 2022

	<u>Receivable From BMHS Beginning of Year</u>	<u>BMHS Revenues Per Audited Financial Statements</u>	<u>Receipts for Year</u>	<u>Receivable From BMHS End of Year</u>
CONTRACT YEAR, June 30, 2022	\$ 338,921	\$ 1,587,063	\$ (1,633,901)	\$ 292,083

Analysis of Receipts:  
Date of Receipt

<u>Date of Receipt</u>	<u>Amount</u>
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	<u>(56,405)</u>
	<u>\$ 1,633,901</u>

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
<b>Program Service Fees:</b>										
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	-
<b>Public Support - Other:</b>										
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	-	-	-	-	-	-
<b>Federal Funding:</b>										
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
<b>BMHS</b>										
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
	<u>24,228,574</u>	<u>459,248</u>	<u>23,769,326</u>	<u>8,189,815</u>	<u>2,168,740</u>	<u>10,501,346</u>	<u>1,428,950</u>	<u>363,909</u>	<u>753,184</u>	<u>363,382</u>
Administration	-	(459,248)	459,248	158,233	41,902	202,901	27,608	7,021	14,552	7,031
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>\$ 24,228,574</u>	<u>\$ -</u>	<u>\$ 24,228,574</u>	<u>\$ 8,348,048</u>	<u>\$ 2,210,642</u>	<u>\$ 10,704,247</u>	<u>\$ 1,456,558</u>	<u>\$ 370,930</u>	<u>\$ 767,736</u>	<u>\$ 370,413</u>

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
<b>Personnel Costs:</b>										
Salary and wages	\$ 14,381,694	\$ 612,329	\$ 13,769,365	\$ 3,988,762	\$ 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
<b>Professional Fees:</b>										
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
<b>Staff Devel. &amp; Training:</b>										
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	801	987	78
<b>Occupancy costs:</b>										
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
<b>Consumable Supplies:</b>										
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
<b>Transportation:</b>										
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
<b>Assist to Individuals:</b>										
Client services	252,996	-	252,996	200	-	208,115	522	-	44,159	-
<b>Insurance:</b>										
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
	21,020,838	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
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 21,020,838</b>	<b>\$ -</b>	<b>\$ 21,020,838</b>	<b>\$ 5,973,629</b>	<b>\$ 2,569,009</b>	<b>\$ 9,259,343</b>	<b>\$ 1,310,535</b>	<b>\$ 615,108</b>	<b>\$ 909,991</b>	<b>\$ 383,023</b>

## Seacoast Mental Health Center, Inc.

Board of Directors Listing

<i>First</i>	<i>Last</i>	<i>Term Begin</i>	<i>Term End</i>	<i>Officer</i>
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



**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.

**Fradoo 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**

<b>Dartmouth Medical School, Hanover, NH</b> Medical Degree	2002 – 2006
<b>Hamilton College, Clinton, NY</b> Bachelor of Arts in Neuroscience, Magna Cum Laude	1997 – 2001

### **Postdoctoral Training**

<b>Geriatric Psychiatry Fellowship</b> Dartmouth-Hitchcock Medical Center, Lebanon, NH	2010 – 2011
<b>Chief Resident, Adult Psychiatry Residency Training Program</b> Dartmouth-Hitchcock Medical Center, Lebanon, NH	2009 - 2010
<b>Adult Psychiatry Residency Training Program</b> Dartmouth-Hitchcock Medical Center, Lebanon, NH	2008 - 2009
<b>Combined Residency in Internal Medicine and Psychiatry</b> Dartmouth-Hitchcock Medical Center, Lebanon, NH	2006 - 2008

### **Academic Appointments**

<b>Instructor in Psychiatry</b> Dartmouth Medical School, Hanover, NH	2009 - 2011
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### **Professional Work Experience**

<b>Chief Medical Officer</b> Seacoast Mental Health Center, Portsmouth, NH	2022 - present
<b>Medical Director</b> St. Joseph Hospital, Senior Behavioral Health Unit, Nashua, NH	2020 – 2022
<b>Medical Director</b> Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH	2019 - 2020

<b>Staff Psychiatrist</b> Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH	2015 - 2019
<b>Staff Psychiatrist</b> Seacoast Mental Health Center, Portsmouth, NH	2011 - 2015
<b>Consulting Psychiatrist</b> Optum Telepsychiatry Services and MindCare	2013 - 2014
<b>Staff Psychiatrist</b> Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH	2012 - 2013
<b>Physician in Charge</b> New Hampshire Hospital, Concord, NH	2008 – present

#### **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**

<b>Study Physician</b> 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.	2008 - 2009
<b>Research Assistant</b> Dartmouth Medical School, Department of Psychiatry, Lebanon, NH Assisted in developing an algorithm for simplifying complex psychotropic medication regimens.	2005

**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,  
 Hamilton College. 2001

Honors Senior Thesis in Neuroscience, Hamilton College, 2000 - 2001  
 Center for Neurologic Diseases, Harvard Medical School,  
 and Brigham and Women's Hospital, Boston, MA  
 Psi Chi, the national honor society for psychology, invited member, 2000  
 Hamilton College

#### Teaching Experience

**Lecturer**, Adult Psychiatry Residency Program Didactics Series 2009 – 2010  
 Dartmouth-Hitchcock Medical Center, Lebanon, NH  
**Instructor**, Critical Thinking for Medical Students 2009 - 2010  
 Dartmouth Medical School, Hanover, NH  
**Instructor and Lecturer**, Third Year Medical Student Psychiatry Clerkship 2008 - 2010  
 Dartmouth Medical School, Hanover, NH

#### 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 A $\beta$  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 A $\beta$  protein following chronic, active A $\beta$  immunization in PSAPP mice. Neurobiology of Disease 2003;14(Pt 1): 10-18.

**Leverone JF**, Spooner ET, Lehman HK, Clements JD, Lemere CA. A $\beta$ 1-15 is less immunogenic than A $\beta$ 1-40/42 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 A $\beta$  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 (A $\beta$ ) 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). 23<sup>rd</sup> 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. A $\beta$  immunization in aged vervet monkeys reduces A $\beta$  levels in brain and CSF (platform). Society for Neuroscience 33<sup>rd</sup> 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. A $\beta$  immunization in old vervet monkeys leads to the generation of anti-A $\beta$  titers, decreased A $\beta$  levels in CSF and decreased A $\beta$  levels in the periphery (platform). 6<sup>th</sup> 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 Monsonogo, DJ Selkoe, FR Ervin, RM Palmour, A Beierschmitt. A $\beta$  immunization in monkeys generates anti-A $\beta$  titers and increased peripheral A $\beta$  levels (platform). Society for Neuroscience 32<sup>nd</sup> Annual Meeting 2002. Orlando, FL, USA.

ET Spooner, **JF Leverone**, D Li, M Reed, W Xia, CA Lemere. Chronic intranasal A $\beta$  immunization in APP Tg mice: A lasting effect? (poster). Society for Neuroscience 32<sup>nd</sup> 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 A $\beta$  immunization in PSAPP mice (poster). 8<sup>th</sup> 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 A $\beta$  levels and corresponding increase in serum A $\beta$  (2002) (poster). Massachusetts Alzheimer's Disease Research Center 15<sup>th</sup> 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. A $\beta$  immunization of PSAPP mice leads to decreased cerebral A $\beta$  and a corresponding increase in serum A $\beta$  (platform). Society for Neuroscience 31<sup>st</sup> 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-A $\beta$  antibody titers following intranasal (i.n.) A $\beta$  immunization in mice (poster). Society for Neuroscience 31<sup>st</sup> 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 14<sup>th</sup> Annual Poster Session 2001. Massachusetts General Hospital, Boston, MA, USA.

#### Oral Presentations

Palliative Care in Dementia 2010  
Jeanne Anderson Alzheimer's Conference, Dartmouth Hitchcock Medical Center

End of Life Care in Dementia 2011  
Palliative Care Department, Dartmouth Hitchcock Medical Center

#### 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.



## **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

WASSFY M. HANNA, M. D.  
Page 4 of 4

"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

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## Professional Summary

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- 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

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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

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**Director of Finance**  
August 2020 to Present

**Rockingham VNA & Hospice – Exeter, NH**

- Analyze and present financial results to Board of Trustees
- Effectively communicate and 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, CJA Cash, AVR 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**

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##### **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%	

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Lori A. Shibanette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 8, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into new **Sole Source** contracts with the vendors listed in **bold** below, which includes the option to renew for two (2) years, and amend existing contracts to expand and continue providing Critical Time Intervention services, by exercising contract renewal options by increasing the total price limitation by \$3,252,100 from \$790,341 to \$4,042,441 and extending the completion dates of the existing contracts from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. 70% Federal Funds. 30% General Funds.

The original contracts were approved by Governor and Council as indicated in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approvals
<b>Behavioral Health &amp; Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County</b>	177278	Dover, Region 9	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
<b>The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health</b>	154112	Nashua, Region 6	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
<b>The Mental Health Center of Greater Manchester, Inc.</b>	177184	Manchester, Region 7	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)

*The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.*

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

West Central Services, Inc. DBA West Central Behavioral Health	177654	Lebanon, Region 2	\$129,135	\$218,386	\$347,521	O: 10/27/21, (Item #15)
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$0	\$349,487	\$349,487	New Sole Source
Northern Human Services	177222	Conway, Region 1	\$0	\$258,410	\$258,410	New Sole Source
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$0	\$440,564	\$440,564	New Sole Source
The Lakes Region Mental Health Center, Inc.	164480	Laconia, Region 3	\$0	\$258,410	\$258,410	New Sole Source
Monadnock Family Services	177510	Keene, Region 5	\$0	\$258,410	\$258,410	New Sole Source
The Mental Health Center for Southern New Hampshire DBA Center for Life Management	174116	Derry, Region 10	\$0	\$349,487	\$349,487	New Sole Source
		<b>Total:</b>	<b>\$790,341</b>	<b>\$3,252,100</b>	<b>\$4,042,441</b>	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

A part of this request is Sole Source because the remaining six (6) of the ten (10) Community Mental Health Centers have been identified as being ready to implement the Critical Time Intervention program. The Community Mental Health Centers are designated by the Department to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule-He-M 425.03.

Additionally, the original four (4) Community Mental Health Centers will continue providing Critical Time Intervention programming in order to continue addressing the needs of community

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

members transitioning out of inpatient behavioral health settings, with the goal of lowering readmission rates and thereby lowering readmission costs.

The purpose of this request is to ensure individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to New Hampshire Hospital and Designated Receiving Facilities, have intensive supports available that improve quality of life while mitigating readmission to psychiatric facilities. The Contractors will continue operationalizing Critical Time Intervention programs that provide intensive individual support services for individuals during the initial nine (9) months of discharge from inpatient behavioral health settings.

Approximately 900 individuals will be served during State Fiscal Years 2022 and 2023.

Critical Time Intervention is a time-limited and evidence-based practice that mobilizes community supports for vulnerable individuals during periods of transition. The Critical Time Intervention model facilitates community reintegration and continuity of care by ensuring an individual has enduring ties to their community and support systems in place.

The Contractors will continue working with the Department to establish policies relative to Critical Time Intervention programs. The Critical Time Intervention model is being introduced to the remaining six (6) Community Mental Health Centers and will ensure individuals, statewide, have access to services that support linkages to community supports and other personal supports during difficult transitions to the communities.

The Department will continue monitoring the Critical Time Intervention program by:

- Overseeing quality assurance activities and reviews of the Contractors operations to ensure compliance with the contractual objectives;
- Conducting recurring analysis of program fidelity and outcomes data; and
- Actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

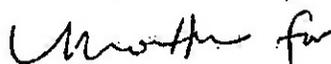
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the Department has the option to extend four (4) of the agreements for up to three (3) additional years. The Department is exercising its option to renew services for one (1) of the three (3) years available. For the six (6) new Sole Source contracts in this requested action, the Department has the option to extend the agreements for up the two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, the Department will continue to experience higher hospitalization rates, lengthier waitlists, and gaps in services that support successful reintegration of individuals into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #1B09SM083987

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette  
Commissioner

Attachment A  
Financial Details

05-95-92-920010-7877 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, OFFICE OF THE DIRECTOR (100% General Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	7,594.00	-	7,594.00
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>7,594.00</b>	<b>78,987.00</b>	<b>86,581.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051		-	
2023	102-500731	Contracts for program services	92000051		115,976.00	115,976.00
			<b>Subtotal</b>		<b>115,976.00</b>	<b>115,976.00</b>

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051		-	
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>		<b>78,987.00</b>	<b>78,987.00</b>

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051		-	
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>		<b>152,964.00</b>	<b>152,964.00</b>

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
2022	102-500731	Contracts for program services	92000051		-	
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>		<b>78,987.00</b>	<b>78,987.00</b>

Monadnock Family Services (Vendor Code 177150-B005)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	78,987.00	78,987.00
			<b>Subtotal</b>	-	78,987.00	78,987.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	115,976.00	115,976.00
			<b>Subtotal</b>	-	115,976.00	115,976.00

<b>Total</b>				46,578.00	1,159,756.00	1,206,332.00
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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)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	121,541.00	-	121,541.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	121,541.00	73,995.00	195,536.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
			<b>Subtotal</b>	-	168,107.00	168,107.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	-	114,019.00	114,019.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget

Attachment A  
Financial Details

2022	074-500585	Grants for public assistance	92244120	-	67,582.00	67,582.00
2023	074-500585	Grants for public assistance	92244120		154,614.00	154,614.00
			<i>Subtotal</i>	-	222,196.00	222,196.00

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
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120		73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120		73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120		114,304.00	114,304.00
			<i>Subtotal</i>	-	168,107.00	168,107.00

<b>Total</b>					<b>743,765.00</b>	<b>1,438,304.00</b>	<b>2,182,069.00</b>
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05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: PUBLIC HEALTH DIV OF, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, PUBLIC HEALTH CRISIS RSP-ARP (100% Federal Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Northern Human Services (Vendor Code 17722-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

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
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

<b>Total</b>				-	654,040.00	654,040.00
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<b>Grand Total</b>				790,341.00	3,252,100.00	4,042,441.00
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Subject: Operationalization of the Critical Time Intervention Phase Two (SS-2022-DBH-07-OPERA-03)

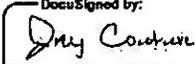
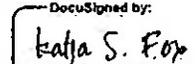
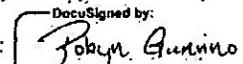
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Seacoast Mental Health Center, Inc.		<b>1.4 Contractor Address</b> 1145 Sagamore Ave Portsmouth, NH 03801	
<b>1.5 Contractor Phone Number</b> (603) 431-6703	<b>1.6 Account Number</b> 05-95-92-922010-41200000; 05-95-92-920010-78770000; 05-95-90-903510-24680000	<b>1.7 Completion Date</b> June 30, 2023	<b>1.8 Price Limitation</b> \$440,564
<b>1.9 Contracting Officer for State Agency</b> Nathan D. White, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9631	
<b>1.11 Contractor Signature</b> DocuSigned by:  Date: 2/28/2022		<b>1.12 Name and Title of Contractor Signatory</b> Jay Couture President and CEO	
<b>1.13 State Agency Signature</b> DocuSigned by:  Date: 3/8/2022		<b>1.14 Name and Title of State Agency Signatory</b> Katja S. Fox Director	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director; On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> DocuSigned by: By:  On: 3/9/2022			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 2/28/2022

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from, the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation, or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials   
Date 2/28/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire; and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Phase Two  
EXHIBIT A**

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions
  - 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
    - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
  - 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
    - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and 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.

DS  
DC

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 8 for individuals who:
  - 1.2.1. Are discharged from inpatient behavioral health settings;
  - 1.2.2. Are not receiving ACT services;
  - 1.2.3. Agree to receiving CTI program services;
  - 1.2.4. Are returning to Region 8; and
  - 1.2.5. Are 18 years or older.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 1.8.2. Progress; and
- 1.8.3. Opportunities.
- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:
  - 1.9.1. Applicable EHR modifications are fully functional by July of 2022 with a submission of test data at the request of the Department; and
  - 1.9.2. The EHR has capacity to capture information regarding:
    - 1.9.2.1. Referrals;
    - 1.9.2.2. Discharge;
    - 1.9.2.3. Assessments;
    - 1.9.2.4. Care plans;
    - 1.9.2.5. All interactions between CTI program and the individual;
    - 1.9.2.6. Hospitalizations; and
    - 1.9.2.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.11. The Contractor shall document in the EHR all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
  - 1.12.2. Community Mental Health Centers, statewide.
  - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.12.4. Landlords.
  - 1.12.5. Local Businesses.
  - 1.12.6. Community Action Program agencies.
  - 1.12.7. Peer Support Agencies.
  - 1.12.8. Educational Institutions.
  - 1.12.9. Public Assistance Agencies.
  - 1.12.10. Local Welfare Offices.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 1.12.11. Public Health Departments.
- 1.12.12. Transportation providers.
- 1.12.13. Places of worship.
- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services; and
  - 1.13.2. Engage in a pre-CTI meeting with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
  - 1.14.1. Review the individual's treatment history;
  - 1.14.2. Identify existing community supports; and
  - 1.14.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
    - 1.14.3.1. Income.
    - 1.14.3.2. Access to health care, including:
      - 1.14.3.2.1. Health care services;
      - 1.14.3.2.2. Mental health services;
      - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services; and
      - 1.14.3.2.4. Insurance coverage.
    - 1.14.3.3. Diet and exercise.
    - 1.14.3.4. Education.
    - 1.14.3.5. Employment.
    - 1.14.3.6. Family and social supports.
    - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:

- 1.15.1. Documenting the individual's recovery and transition goals;
- 1.15.2. Identifying supports and services to assist the individual with transition back into the community;
- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
  - 1.15.3.1. Housing supports.
  - 1.15.3.2. Mental health services.
  - 1.15.3.3. Primary care health services.
  - 1.15.3.4. Transportation supports.
  - 1.15.3.5. Child care supports.
  - 1.15.3.6. Educational programs and supports.
  - 1.15.3.7. Employment supports.
  - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.17.1. Access to emergency department visits.
  - 1.17.2. Access to inpatient services to resolve crisis as they arise.
  - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

**2. Phase One (1) CTI Services**

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 2.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 2.2.1.1. Health care appointments.
    - 2.2.1.2. Mental health appointments.
    - 2.2.1.3. Recovery and substance use treatment sessions.
    - 2.2.1.4. Dental appointments.
    - 2.2.1.5. Other appointments relative to life skills.
  - 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 2.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**3. Phase Two (2) CTI Services**

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall reassess the individual's needs and update the Phase Plan, as needed.
- 3.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 3.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 3.3.2. Assisting with self-advocacy.
- 3.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 3.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 3.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 3.7.1. Faith and/or spiritual programs.
  - 3.7.2. Physical fitness programs.
  - 3.7.3. Social clubs.
  - 3.7.4. Creative art programming.
  - 3.7.5. Education.
  - 3.7.6. Employment.
- 3.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**4. Phase Three (3) CTI Services**

- 4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 4.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 4.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 4.3.1. Developing a long-term plan to:
    - 4.3.1.1. Manage their support network independently; and
    - 4.3.1.2. Achieve recovery goals that remain outstanding.
- 4.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.5. The Contractor shall facilitate a final meeting with the individual to:
  - 4.5.1. Acknowledge achievements over the past 9 months; and
  - 4.5.2. Ensure the individual can function independently with their support network.
- 4.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 4.6.1. The individual's recovery and transition goals;
- 4.6.2. The steps the individual made that indicate their ability to manage their support network independently;
- 4.6.3. The individual's experience in CTI;
- 4.6.4. Initial Risk Assessment;
- 4.6.5. Barriers to the Intervention; and
- 4.6.6. Summarize CTI Intervention.

**5. CTI Supervisory Scope of Work**

- 5.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 5.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 5.2.1. Weekly documentation on required forms that include the:
    - 5.2.1.1. Weighted caseload tracker;
    - 5.2.1.2. Phase date form; and
    - 5.2.1.3. CTI Team Supervision form; and
  - 5.2.2. CTI worker's fidelity efforts; and
  - 5.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 5.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**6. Flexible Needs**

- 6.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 6.1.1. Groceries.
  - 6.1.2. Transportation.
  - 6.1.3. Childcare.
  - 6.1.4. Short-term housing costs, such as security deposits or utility bills.
  - 6.1.5. Clothing appropriate for cold weather, job interviews, or work.
  - 6.1.6. Other uses pre-approved in writing by the Department.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**7. Staffing**

- 7.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 7.1.1. Four (4) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 7.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 7.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:
  - 7.2.1. Obtain and verify a minimum of two (2) references for the individual;
  - 7.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
  - 7.2.3. Complete a criminal records check to ensure that the individual has no history of:
    - 7.2.3.1. Felony conviction; or
    - 7.2.3.2. Any misdemeanor conviction involving:
      - 7.2.3.2.1. Physical or sexual assault;
      - 7.2.3.2.2. Violence;
      - 7.2.3.2.3. Exploitation;
      - 7.2.3.2.4. Child pornography;
      - 7.2.3.2.5. Threatening or reckless conduct;
      - 7.2.3.2.6. Theft;
      - 7.2.3.2.7. Driving under the influence of drugs or alcohol; or
      - 7.2.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
  - 7.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:
    - 7.2.4.1. The individual's name is on the BEAS state registry;
    - 7.2.4.2. The individual has a record of a felony conviction; or



**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

7.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 7.2.3.2.

7.3. The Contractor shall ensure all CTI staff:

7.3.1. Complete the CTI model training; and

7.3.2. Attend regular Community of Practice (CoP) meetings.

7.4. The Contractor shall participate in training, as requested by the Department, which includes:

7.4.1. A two (2) day CTI worker training;

7.4.2. A one (1) day CTI supervisor training;

7.4.3. A two (2) day Train-the-Trainer training;

7.4.4. A one (1) day CTI Implementation fidelity assessment training; and

7.4.5. Complementary trainings to CTI staff that include, but are not limited to:

7.4.5.1. Motivational Interviewing.

7.4.5.2. Harm reduction.

7.4.5.3. Trauma Informed Care.

7.4.5.4. Setting boundaries.

**8. Exhibits Incorporated**

8.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**9. Reporting Requirements**

9.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.

9.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

Department. The Contractor shall ensure the reporting includes, but is not limited to:

- 9.2.1. Implementation milestones that include but are not limited to:
  - 9.2.1.1. Hiring, onboarding, and training of staff.
  - 9.2.1.2. The development of a discharge process with New Hampshire Hospital and other DRF's.
  - 9.2.1.3. Open enrollment.
  - 9.2.1.4. Community engagement activities for individual resource development.
  - 9.2.1.5. Training of CMHC clinical staff on the CTI Program.
  - 9.2.1.6. The development of an internal process for communication and coordination between agency services.
  - 9.2.1.7. CTI program improvement efforts.
  - 9.2.1.8. CTI implementation fidelity self-Assessment outcomes.
  - 9.2.1.9. Barriers, challenges, and highlights.

9.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15th) day of the following month.

9.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**10. Operationalization Measures**

- 10.1. The Department will monitor the contracted services by:
  - 10.1.1. Meeting with the Contractor to determine whether:
    - 10.1.1.1. Implementation milestones have been met;
    - 10.1.1.2. Staffing requirements have been met; and
    - 10.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 10.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 10.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
- 10.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 10.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 10.2.1. Barriers to progress, as identified by the Department.
  - 10.2.2. Action taken to date to address barriers.
  - 10.2.3. Future action to address barriers, with timeframes.
  - 10.2.4. Action taken to date to make progress.
  - 10.2.5. Future action to make progress, with timeframes.
- 10.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 10.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 10.4.1. Operational workflows;
  - 10.4.2. CTI policies and procedures;
  - 10.4.3. Encounter notes on required forms; and
  - 10.4.4. Phoenix data entry.
- 10.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 10.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 10.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 10.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**11. Additional Terms**

- 11.1. Impacts Resulting from Court Orders or Legislative Changes
- 11.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
- 11.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 11.3. Credits and Copyright Ownership
- 11.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 11.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 11.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 11.3.3.1. Brochures.
- 11.3.3.2. Resource directories.
- 11.3.3.3. Protocols or guidelines.
- 11.3.3.4. Posters.
- 11.3.3.5. Reports.
- 11.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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**11.4. Operation of Facilities: Compliance with Laws and Regulations**

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**12. Records**

12.1. The Contractor shall keep records that include, but are not limited to:

12.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

12.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

12.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

12.1.4. Medical records on each patient/recipient of services.

12.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 50.43%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN 1B09SM083987.
  - 1.2. 14.85%, Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.354, FAIN NU90TP922144.
  - 1.3. 34.72% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective upon approval of the contract through June 30, 2022, payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, which shall not exceed the approved line items specified in Exhibit C-1, Budget.
  - 2.4. Effective July 1, 2022, except for a) Incentive Payments described in Section 3; b) Flexible Funds described in Section 6; and c) Contingency Funds described in Section 7; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.4.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.4.1.1, Rate Table, which are rates set for the term of the contract.

**2.4.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI	\$370.91	Minimum of two (2) encounters with the individual, in-person or	Paid once per 

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

(Phases 1-3)	virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	individual, per month, not to exceed nine (9) consecutive months.
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- 2.4.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B, Scope of Services, which include:
- 2.4.2.1. CTI worker salaries and benefits;
  - 2.4.2.2. CTI supervisor salaries and benefits; and
  - 2.4.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.4.3. If the actual costs incurred for providing services in Exhibit B, Scope of Services exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
- 2.4.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.4.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-2, Budget over the term of the Agreement.
- 2.4.4. If the actual costs incurred for providing services in Exhibit B, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
- 2.4.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1., and the actual amounts of expenses incurred.
  - 2.4.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.4.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

- 2.4.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table in Subparagraph 2.4.1.1 have been met for each individual identified on the invoice.
- 2.4.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.4.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.5. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-2, Budget. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.5.1. Used to directly support the needs of the client when no other funds are not available;
- 2.5.2. Used for one-time expenses tangible in nature;
- 2.5.3. Directly allocable to the work performed under this Agreement;
- 2.5.4. Appropriate in amount and nature, as determined by the Department; and
- 2.5.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.6. The Contractor shall be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement, at the Department's discretion. The Contractor shall:
- 2.6.1. Obtain pre-approval for the expenses from the Department via a form of submission satisfactory to the Department with applicable justifications; and
- 2.6.2. Ensure requests for Contingency Payments, based on extraordinary costs, do not exceed the contingency expenses line item defined in Exhibit C-2, Budget.
- 2.7. Effective July 1, 2022, the Contractor shall be eligible to receive an incentive payment in an amount not to exceed 5% of their invoicing of the per diem expense line item defined in Exhibit C-2, Budget. The Contractor shall be eligible for the incentive payment if the average graduation rate across all CTI clients enrolled during State Fiscal Year

DC

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

2023 is demonstrated to be equal to or greater than 75%. For the purposes of this Subsection 2.7.:

2.7.1. "Graduated" for this incentive payment shall mean a CTI client that enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Year 2023;

2.7.2. "Enrolled" for this incentive payment shall mean any individual, discharged from a qualifying Designated Receiving Facility (DRF) or New Hampshire Hospital, that entered Phase 1 of the CTI program upon their discharge, which does not include individuals who participate in Pre-CTI, but do not enter Phase 1; and

2.7.3. The incentive target shall be calculated based on:

2.7.3.1. Data submitted by the Contractor via the Phoenix reporting system; and

2.7.3.2. The calculation of the total number of graduated CTI clients during the State Fiscal Year 2023 divided by the total number of CTI clients enrolled into Phase 1 and eligible to graduate during State Fiscal Year 2023.

3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:

3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.

3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.

3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.

3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.

4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 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.
  - 10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.
11. Audits
  - 11.1. The Contractor must email an annual audit to: [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 11.1.1. 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.
    - 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

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- 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 11.3. 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.
- 11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



Exhibit C-2 Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Seacoast Mental Health Center, Inc.

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2022 to 6/30/2023

Line Item	Total Program Cost				Contractor Share / Match				Funded by DHHS contract share			
	Direct	Indirect	Total	Share	Direct	Indirect	Total	Share	Direct	Indirect	Total	
1. Total Salaries/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
4. Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
5. Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Office	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Postage	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Audit and Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Insurance	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
13. Other (specify details in narrative)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Flex Funds	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00
Incentive Payments	\$	18,491.00	\$	18,491.00	\$	18,491.00	\$	18,491.00	\$	18,491.00	\$	18,491.00
Per Diem Expenses	\$	336,491.00	\$	336,491.00	\$	336,491.00	\$	336,491.00	\$	336,491.00	\$	336,491.00
Contingency Expenses	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
TOTAL	\$	372,982.00	\$	372,982.00	\$	372,982.00	\$	372,982.00	\$	372,982.00	\$	372,982.00

Indirect As A Percent of Direct 0.0%

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**  
**US DEPARTMENT OF EDUCATION - CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH-03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

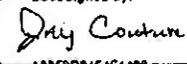
Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

2/28/2022

Date

DocuSigned by:  
  
 Name: Jay Couture  
 Title: President and CEO

Vendor Initials   
 Date 2/28/2022

New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

2/28/2022

Date

DocuSigned by:

Jay Couture

Name: Jay Couture

Title: President and CEO

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JC

Vendor Initials

2/28/2022

Date

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (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:

2/28/2022

Date

DocuSigned by:

Jay Couture

Name: Jay Couture

Title: President and CEO

Contractor Initials

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Date 2/28/2022

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

2/28/2022

Date

DocuSigned by:

Jay Couture

Name: Jay Couture

Title: President and CEO

Exhibit G

Contractor Initials

DS  
JC

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan-guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

2/28/2022

Date

DocuSigned by:

Jay Couture

Name: Jay Couture

Title: President and CEO

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

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Date 2/28/2022

New Hampshire Department of Health and Human Services



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business's Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials

*DS*

Date 2/28/2022

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

3/2014

Contractor Initials

Date 2/28/2022

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

DC

Date 2/28/2022

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

*DC*

Date 2/28/2022

New Hampshire Department of Health and Human Services



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

Seacoast Mental Health Center, Inc.

The State by:

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  
Director

Name of Authorized Representative

President and CEO

Title of Authorized Representative

Title of Authorized Representative

3/8/2022

2/28/2022

Date

Date

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services, and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

2/28/2022

Date

DocuSigned by:

*Jay Couture*

Name: Jay Couture

Title: President and CEO

Contractor Initials   
Date 2/28/2022



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: N/A

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. Omitted.
4. The Contractor agrees that Confidential Data or derivative thereof 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any 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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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/doi/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.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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;

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



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

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Lakes Region Mental Health Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 6, 2022, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,161,850
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B, Amendment #1, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C Amendment #1, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/30/2023  
Date

DocuSigned by:  
Katja S. Fox  
E00D06884C63443...  
Name: Katja S. Fox  
Title: Director

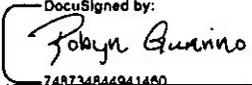
5/26/2023  
Date

The Lakes Region Mental Health Center, Inc.  
DocuSigned by:  
Margaret M. Pritchard  
3F04E7080C86484...  
Name: Margaret M. Pritchard  
Title: Chief Executive Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/31/2023  
Date

DocuSigned by:  
  
748734844941460  
Name: Robyn Guarino  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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**Scope of Services**

**1. Statement of Work – All Regions**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning back into their community from:
  - 1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and
  - 1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 3 for individuals who meet criteria as they relate to the transition, as determined by the Department.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews, and revise policies and procedures as identified by the Contractor, and as mutually agreed upon by the Contractor and the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;
  - 1.8.2. Progress; and
  - 1.8.3. Opportunities.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure the EHR has capacity to capture information regarding:
  - 1.9.1. Referrals;
  - 1.9.2. Discharge;
  - 1.9.3. Assessments;
  - 1.9.4. Care plans;
  - 1.9.5. All interactions between CTI program and the individual;
  - 1.9.6. Hospitalizations; and
  - 1.9.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall participate in continuous quality improvement exercises to ensure the accuracy, completeness, and timely submission of CTI data to the Department.
- 1.11. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.12. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.13. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.13.1. - New Hampshire Hospital and all of the DRFs, statewide.
  - 1.13.2. Community Mental Health Centers, statewide.
  - 1.13.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.13.4. Landlords.
  - 1.13.5. Local Businesses.
  - 1.13.6. Community Action Program agencies.
  - 1.13.7. Peer Support Agencies.
  - 1.13.8. Educational Institutions.
  - 1.13.9. Public Assistance Agencies.
  - 1.13.10. Local Welfare Offices.
  - 1.13.11. Public Health Departments.
  - 1.13.12. Transportation providers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 1.13.13. Churches.
- 1.13.14. Refugee associations.
- 1.13.15. Health clubs.
- 1.13.16. Other social support organizations.
- 1.14. The Contractor shall take all necessary action to support the individual with connecting to the community support providers identified in the discharge plan.
- 1.15. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.15.1. Emergency Department visits.
  - 1.15.2. Inpatient services to resolve crisis as they arise.
  - 1.15.3. Supplementary crisis programs, as needed and determined by the Contractor.
  - 1.15.4. Rapid Response.
- 1.16. If an individual experiences a re-admittance, and is no longer able to participate in CTI, the Contractor shall ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

## **2. Pre-CTI Services**

- 2.1. The Contractor shall provide Pre-CTI supports and services for the period after an individual is referred, and before that individual is discharged from an inpatient behavioral health setting. The Contractor shall ensure:
  - 2.1.1. Individuals meet the current referral criteria as approved by the Department.
- 2.2. During the Pre-CTI phase, the Contractor shall obtain consent from the individual to participate in the CTI program.
- 2.3. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 2.3.1. Schedule an appointment with the individual within one (1) business day of receiving a referral for services; and
  - 2.3.2. Meet with the individual as often as needed to:
    - 2.3.2.1. Assess their needs; and
    - 2.3.2.2. Develop a CTI Phase Plan that supports a successful discharge.
- 2.4. The Contractor shall conduct an assessment of the individual's needs using

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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tools pre-approved by the Department, to:

- 2.4.1. Review the individual's treatment history;
- 2.4.2. Identify existing community supports; and
- 2.4.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
  - 2.4.3.1. Income.
  - 2.4.3.2. Access to health care, including:
    - 2.4.3.2.1. Health care services;
    - 2.4.3.2.2. Mental health services;
    - 2.4.3.2.3. Substance Use Disorder and Recovery Support Services; and
    - 2.4.3.2.4. Insurance coverage.
  - 2.4.3.3. Diet and exercise.
  - 2.4.3.4. Education.
  - 2.4.3.5. Employment.
  - 2.4.3.6. Family and social supports.
  - 2.4.3.7. Housing arrangements.
- 2.5. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:
  - 2.5.1. Documenting the individual's recovery and transition goals;
  - 2.5.2. Identifying supports and services to assist the individual with transition back into the community;
  - 2.5.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
    - 2.5.3.1. Housing supports.
    - 2.5.3.2. Mental health services.
    - 2.5.3.3. Primary care health services.
    - 2.5.3.4. Transportation supports.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 2.5.3.5. Child care supports.
- 2.5.3.6. Educational programs and supports.
- 2.5.3.7. Employment supports.
- 2.5.3.8. Family, friends, and peers.
- 2.5.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 2.5.5. Identifying barriers to success; and
- 2.5.6. Providing assistance with barrier resolution.

**3. Phase One (1) CTI Services**

- 3.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 3.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 3.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 3.2.1.1. Health care appointments.
    - 3.2.1.2. Mental health appointments.
    - 3.2.1.3. Recovery and substance use treatment sessions.
    - 3.2.1.4. Dental appointments.
    - 3.2.1.5. Other appointments relative to life skills.
  - 3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 3.2.4. Attending meetings or appointments as requested by the individual.
- 3.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 3.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**4. Phase Two (2) CTI Services**

- 4.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 4.2. The Contractor shall reassess the individual's needs and update the Phase Plan.
- 4.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 4.3.2. Assisting with self-advocacy.
- 4.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 4.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 4.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 4.7.1. Faith and/or spiritual programs.
  - 4.7.2. Physical fitness programs.
  - 4.7.3. Social clubs.
  - 4.7.4. Creative art programming.
  - 4.7.5. Education.
  - 4.7.6. Employment.
- 4.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**5. Phase Three (3) CTI Services**

- 5.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 5.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 5.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 5.3.1. Developing a long-term plan to:
    - 5.3.1.1. Manage their support network independently; and

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 5.3.1.2. Achieve recovery goals that remain outstanding.
- 5.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 5.5. The Contractor shall facilitate a final meeting with the individual to:
  - 5.5.1. Acknowledge achievements over the past 9 months; and
  - 5.5.2. Ensure the individual can function independently with their support network.
- 5.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
  - 5.6.1. The individual's recovery and transition goals;
  - 5.6.2. The steps the individual made that indicate their ability to manage their support network independently;
  - 5.6.3. The individual's experience in CTI;
  - 5.6.4. Initial Risk Assessment;
  - 5.6.5. Barriers to the Intervention; and
  - 5.6.6. A summary of the CTI Intervention.

**6. CTI Program Inactive, Reactivated and Closed Statuses**

- 6.1. The Contractor shall maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:
  - 6.1.1. Inactive Status
    - 6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement [defined as at least two (2) attempts by phone or in-person per week] for three (3) weeks occurs, the individual shall be considered inactive.
    - 6.1.1.2. The CTI Coach shall notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.
    - 6.1.1.3. The CTI Supervisor shall:
      - 6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;
      - 6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

case at the completion of nine (9) months [defined as from the day of initial discharge]; and

6.1.1.3.3. Note the individual did not complete the program in the EHR.

6.1.2. Reactivated Status

6.1.2.1. An individual shall be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

6.1.2.2. Once the individual is reactivated, the CTI Supervisor shall reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

6.1.2.3. The reactivated individual shall continue the CTI program according to the initial 9-month timeline based on their date of discharge.

6.1.2.4. The CTI Coach shall update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

6.1.2.5. The individual shall be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

6.1.3. Closed Status

6.1.3.1. An individual shall be considered closed if the individual:

6.1.3.1.1. Moved out of state, or the catchment area;

6.1.3.1.2. Passed away;

6.1.3.1.3. Declines participation in CTI following initial engagement;

6.1.3.1.4. Is hospitalized for an extended period of time as determined by the Contractor;

6.1.3.1.5. Transferred to an Assertive Community Treatment (ACT) Team;

6.1.3.1.6. Is incarcerated; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 6.1.3.1.7. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's client closing policy.
- 6.1.3.2. The CTI Coach shall update the EHR to indicate the closed status.
- 6.1.3.3. The CTI Supervisor shall remove the individual from the CTI Coach's caseload.
- 6.1.3.4. If the individual becomes eligible for CTI again, the Contractor shall ensure they are allowed to receive the service.

**7. CTI Supervisory Scope of Work**

- 7.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 7.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 7.2.1. Weekly documentation on required forms that include the:
    - 7.2.1.1. Weighted caseload tracker;
    - 7.2.1.2. Phase date form; and
    - 7.2.1.3. CTI Team Supervision form; and
  - 7.2.2. CTI worker's fidelity efforts; and
  - 7.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 7.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**8. Flexible Needs**

- 8.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 8.1.1. Groceries.
  - 8.1.2. Transportation.
  - 8.1.3. Childcare.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 8.1.4. Short-term housing costs, such as security deposits or utility bills.
- 8.1.5. Clothing appropriate for cold weather, job interviews, or work.
- 8.1.6. Other uses pre-approved in writing by the Department.

**9. Staffing**

- 9.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 9.1.1. Two (2) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 9.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 9.2. 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.
- 9.3. The Contractor shall ensure all CTI staff:
  - 9.3.1. Complete the CTI model training; and
  - 9.3.2. Attend regular Community of Practice (CoP) meetings.
- 9.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 9.4.1. A two (2) day CTI worker training;
  - 9.4.2. A one (1) day CTI supervisor training;
  - 9.4.3. A two (2) day Train-the-Trainer training;
  - 9.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 9.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 9.4.5.1. Motivational Interviewing.
    - 9.4.5.2. Harm reduction.
    - 9.4.5.3. Trauma Informed Care.
    - 9.4.5.4. Setting boundaries.

**10. Exhibits Incorporated**

- 10.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

has been executed by the parties.

- 10.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 10.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**11. Reporting Requirements**

- 11.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 11.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
  - 11.2.1. Implementation milestones that include but are not limited to:
    - 11.2.1.1. Hiring, onboarding, and training of staff.
    - 11.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRFs.
    - 11.2.1.3. Open enrollment.
    - 11.2.1.4. Community engagement activities for individual resource development.
    - 11.2.1.5. Training of CMHC clinical staff on the CTI Program.
    - 11.2.1.6. The development of an internal process for communication and coordination between agency services.
    - 11.2.1.7. CTI program improvement efforts.
    - 11.2.1.8. CTI implementation fidelity self-Assessment outcomes.
    - 11.2.1.9. Barriers, challenges, and highlights.
- 11.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15<sup>th</sup>) day of the following month.
- 11.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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**12. Operationalization Measures**

- 12.1. The Department will monitor the contracted services by:
  - 12.1.1. Meeting with the Contractor to determine whether:
    - 12.1.1.1. Implementation milestones have been met;
    - 12.1.1.2. Staffing requirements have been met; and
    - 12.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 12.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;
  - 12.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
  - 12.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 12.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 12.2.1. Barriers to progress, as identified by the Department.
  - 12.2.2. Action taken to date to address barriers.
  - 12.2.3. Future action to address barriers, with timeframes.
  - 12.2.4. Action taken to date to make progress.
  - 12.2.5. Future action to make progress, with timeframes.
- 12.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 12.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 12.4.1. Operational workflows;
  - 12.4.2. CTI policies and procedures;
  - 12.4.3. Encounter notes on required forms; and
  - 12.4.4. Phoenix data entry.
- 12.5. The Contractor may be required to provide other key data and metrics to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

Department, including client-level demographic, performance, and service data.

- 12.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 12.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 12.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**13. Additional Terms**

**13.1. Impacts Resulting from Court Orders or Legislative Changes**

13.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**13.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

13.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**13.3. Credits and Copyright Ownership**

13.3.1. All documents, notices, press releases, research reports and other materials, prepared during or resulting from the performance of the services of the Agreement, that are publicly distributed, shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 13.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 13.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 13.3.3.1. Brochures.
  - 13.3.3.2. Resource directories.
  - 13.3.3.3. Protocols or guidelines.
  - 13.3.3.4. Posters.
  - 13.3.3.5. Reports.
- 13.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 13.4. Operation of Facilities: Compliance with Laws and Regulations
  - 13.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**14. Records**

- 14.1. The Contractor shall keep records that include, but are not limited to:
  - 14.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 14.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 14.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 14.1.4. Medical records on each patient/recipient of services.
- 14.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 72.29% General funds.
  - 1.2. 21.32%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, Assistance Listing Number 93.958, FAIN B09SM083987.
  - 1.3. 6.39% Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021; by the Centers for Disease Control and Prevention, Assistance Listing Number 93.354, FAIN NU90TP922144.
  
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective July 1, 2023, except for a) Contingency Funds described in Subsection 2.5 and b) Incentive Payments described in Subsection 2.6; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.3.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.3.1.1, Rate Table, which are rates set for the term of the contract.

**2.3.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI (Phases 1-3)	\$370.91	Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	Paid once per individual, per month, not to exceed nine (9) consecutive months.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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- 2.3.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #1, Scope of Services, which include:
- 2.3.2.1. CTI worker salaries and benefits;
  - 2.3.2.2. CTI supervisor salaries and benefits; and
  - 2.3.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.3.3. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.3.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1 over the term of the Agreement.
- 2.3.4. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1., and the actual amounts of expenses incurred.
  - 2.3.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.3.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.
- 2.3.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table in

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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Subparagraph 2.3.1.1 have been met for each individual identified on the invoice.

- 2.3.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.3.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.4. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.4.1. Used to directly support the needs of the client when no other funds are available;
- 2.4.2. Used for one-time expenses tangible in nature;
- 2.4.3. Not disbursed as gift cards or gift certificates;
- 2.4.4. Directly allocable to the work performed under this Agreement;
- 2.4.5. Appropriate in amount and nature, as determined by the Department; and
- 2.4.6. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.5. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$50,000 for SFY 2024 and \$50,000 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:
- 2.5.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and
- 2.5.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1, and meet criteria as outlined by the Department at the time of application.

New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
**EXHIBIT C, Amendment #1**

2.6. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 1 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$221,525 for SFY 2024 and \$204,103 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

2.6.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

2.6.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2025. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

2.6.3. **Table 1**

#	Incentive Payment Goal	Total Incentive Payments
1	For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments.	\$350 per individual
2	For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments.	\$500 per individual

2.6.4. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

2.6.5. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2024 through 2025; and/or seven (7) months of active participation and two (2) months of inactive participation.

2.6.6. The incentive target shall be available on:

2.6.6.1. A quarterly basis per SFY 2024 and SFY 2025; until the statewide total price limitation is reached each SFY; and based on:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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- 2.6.6.1.1. Data submitted by the Contractor via the Phoenix reporting system.
- 2.6.7. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.
3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
- 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:
- Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

---

to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 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.

10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.

**11. Audits**

11.1. The Contractor must email an annual audit to: Denise.J.Daigneault@dhhs.nh.gov if .any of the following conditions exist:

11.1.1. 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.

11.1.2. 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.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3. 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.

11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-3 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: The Lakes Region Mental Health Center, Inc.

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2023 to 6/30/2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (specific details mandatory):	\$	\$	\$	\$	\$	\$	\$	\$	\$
Flex Funds (pre approval needed)	\$	4,000.00	\$	\$	\$	\$	\$	4,000.00	\$
Incentive Payments (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$
Per Diem Expenses	\$	184,906.00	\$	\$	\$	\$	\$	184,906.00	\$
Contingency Exp. (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>	\$	188,906.00	\$	\$	\$	\$	\$	188,906.00	\$
Indirect As A Percent of Direct			0.0%						

Exhibit C-4 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: The Lakes Region Mental Health Center, Inc.

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2024 to 6/30/2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$		\$	\$		\$	\$		\$
2. Employee Benefits	\$		\$	\$		\$	\$		\$
3. Consultants	\$		\$	\$		\$	\$		\$
4. Equipment:	\$		\$	\$		\$	\$		\$
Rental	\$		\$	\$		\$	\$		\$
Repair and Maintenance	\$		\$	\$		\$	\$		\$
Purchase/Depreciation	\$		\$	\$		\$	\$		\$
5. Supplies:	\$		\$	\$		\$	\$		\$
Educational	\$		\$	\$		\$	\$		\$
Lab	\$		\$	\$		\$	\$		\$
Pharmacy	\$		\$	\$		\$	\$		\$
Medical	\$		\$	\$		\$	\$		\$
Office	\$		\$	\$		\$	\$		\$
6. Travel	\$		\$	\$		\$	\$		\$
7. Occupancy	\$		\$	\$		\$	\$		\$
8. Current Expenses	\$		\$	\$		\$	\$		\$
Telephone	\$		\$	\$		\$	\$		\$
Postage	\$		\$	\$		\$	\$		\$
Subscriptions	\$		\$	\$		\$	\$		\$
Audio and Legal	\$		\$	\$		\$	\$		\$
Insurance	\$		\$	\$		\$	\$		\$
Board Expenses	\$		\$	\$		\$	\$		\$
9. Software - System Upgrade Funds	\$		\$	\$		\$	\$		\$
10. Marketing/Communications	\$		\$	\$		\$	\$		\$
11. Staff Education and Training	\$		\$	\$		\$	\$		\$
12. Subcontracts/Agreements	\$		\$	\$		\$	\$		\$
13. Other (specific details mandatory):	\$		\$	\$		\$	\$		\$
Flex Funds (pre approval needed)	\$	4,000.00	\$	\$		\$	\$	4,000.00	\$
Incentive Payments (pre approval needed)	\$		\$	\$		\$	\$		\$
Per Diem Expenses	\$	184,906.00	\$	\$		\$	\$	184,906.00	\$
Contingency Exp. (pre approval needed)	\$		\$	\$		\$	\$		\$
TOTAL	\$	188,906.00	\$	\$		\$	\$	188,906.00	\$

Indirect As A Percent of Direct

0.0%

# 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.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

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)

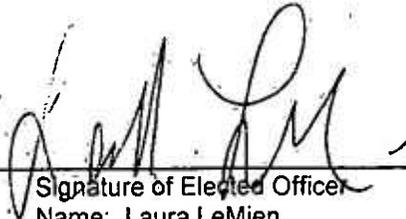
**VOTED:** That Margaret M. Pritchard, Chief Executive Officer (may list more than one person)  
(Name and Title of Contract Signatory)

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)  
08/16/2022

**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).**

<b>PRODUCER</b> Cross Insurance-Laconia 155 Court Street  Laconia NH 03246	<b>CONTACT NAME:</b> Sarah Cullen, AINS, ACSR <b>PHONE (A/C No, Ext):</b> (803) 524-2425 <b>FAX (A/C No):</b> (803) 524-3868 <b>E-MAIL ADDRESS:</b> sarah.cullen@crossagency.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Ace American Insurance Company	
<b>INSURER B:</b> ACE Property & Casualty Ins Co	
<b>INSURER C:</b> New Hampshire Employers Ins Co <span style="float: right;">13083</span>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL226160009 **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SVRD37803801013	08/26/2022	08/26/2023	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits Liab \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CALH08618574013	08/26/2022	08/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			XOOG25516540013	08/26/2022	08/26/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ECC-600-4000907-2022A	08/26/2022	08/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			OGLG2551882A013	08/26/2022	08/26/2023	Per Incident \$5,000,000 Aggregate \$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**

**CANCELLATION**

State of New Hampshire Department of Health & Human Services 129 Pleasant Street  Concord NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## 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

<b><u>RESPECT</u></b>	We conduct our business and provide services with respect and professionalism.
<b><u>ADVOCACY</u></b>	We advocate for those we serve through enhanced collaborations, community relations and political action.
<b><u>INTEGRITY</u></b>	We work with integrity and transparency, setting a moral compass for the agency.
<b><u>STEWARDSHIP</u></b>	We are effective stewards of our resources for our clients and our agency's health.
<b><u>EXCELLENCE</u></b>	We are committed to excellence in all programming and services.

The Lakes Region Mental Health Center, Inc.

FINANCIAL STATEMENTS

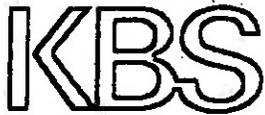
June 30, 2022

The Lakes Region Mental Health Center, Inc.

TABLE OF CONTENTS

June 30, 2022

	<u>Pages</u>
INDEPENDENT AUDITOR'S REPORT	
FINANCIAL STATEMENTS	
Statement of Financial Position	1
Statement of Activities and Changes in Net Assets	2
Statement of Cash Flows	3
Notes to Financial Statements	4
SUPPLEMENTAL INFORMATION	
Analysis of Accounts Receivable	13
Analysis of BBH Revenues, Receipts and Receivables	14
Statement of Functional Public Support and Revenues	15
Statement of Functional Expenses	16



**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.



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	<u>140,495</u>

TOTAL CURRENT ASSETS	<u>10,324,094</u>
----------------------	-------------------

PROPERTY AND EQUIPMENT - NET	<u>6,210,633</u>
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TOTAL ASSETS	<u>\$ 16,534,727</u>
--------------	----------------------

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	<u>509,083</u>

TOTAL CURRENT LIABILITIES	<u>2,598,040</u>
---------------------------	------------------

## LONG-TERM DEBT, less current portion

Notes and bonds payable	4,425,918
Less: unamortized debt issuance costs	<u>(80,667)</u>

TOTAL LONG-TERM LIABILITIES	<u>4,345,251</u>
-----------------------------	------------------

TOTAL LIABILITIES	<u>6,943,291</u>
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## NET ASSETS

Net assets without donor restrictions	<u>9,591,436</u>
---------------------------------------	------------------

TOTAL LIABILITIES AND NET ASSETS	<u>\$ 16,534,727</u>
----------------------------------	----------------------

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

	<u>Net Assets without Donor Restrictions</u>
<b>PUBLIC SUPPORT AND REVENUES</b>	
Public support -	
Federal	\$ 199,680
State of New Hampshire - BBH	1,276,456
Other public support	<u>511,833</u>
Total Public Support	<u>1,987,969</u>
Revenues -	
Program service fees	14,079,196
Rental income	92,058
Other revenue	<u>190,308</u>
Total Revenues	<u>14,361,562</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>16,349,531</u>
<b>EXPENSES</b>	
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	<u>448,477</u>
<b>TOTAL EXPENSES</b>	<u>15,741,650</u>
<b>INCREASE IN NET ASSETS FROM OPERATIONS</b>	<u>607,881</u>
<b>OTHER INCOME</b>	
Gain on sale of fixed asset	234,186
Investment income (loss)	<u>(172,668)</u>
<b>TOTAL OTHER INCOME</b>	<u>61,518</u>
<b>TOTAL INCREASE IN NET ASSETS</b>	669,399
<b>NET ASSETS, beginning</b>	<u>8,922,037</u>
<b>NET ASSETS, ending</b>	<u>\$ 9,591,436</u>

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	<u>200,372</u>
 NET CASH PROVIDED BY OPERATING ACTIVITIES	 <u>492,761</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from sale of assets	372,175
Purchases of property and equipment	(314,812)
Net investment activity	<u>559,287</u>
 NET CASH PROVIDED BY INVESTING ACTIVITIES	 <u>616,650</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on long-term debt	<u>(135,916)</u>
 NET INCREASE IN CASH	 973,495
CASH AT BEGINNING OF YEAR	<u>6,211,514</u>
CASH AT END OF YEAR	<u>\$ 7,185,009</u>
SUPPLEMENTAL DISCLOSURE	
Cash Payments for Interest	<u>\$ 148,583</u>

See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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.

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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 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 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.

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

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.

The Lakes Region Mental Health Center, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 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	<u>118,591</u>
	9,171,638
Accumulated depreciation	<u>(2,961,005)</u>
 NET BOOK VALUE	 <u>\$ 6,210,633</u>

NOTE 4 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

Due from clients	108,497
Receivable from insurance companies	465,944
Medicaid receivables	161,956
Medicare receivables	<u>260,688</u>
	997,085
Allowance for doubtful accounts	<u>(930,000)</u>
Total Receivable - Trade	<u>67,085</u>

## The Lakes Region Mental Health Center, Inc.

## NOTES TO FINANCIAL STATEMENTS

June 30, 2022

## 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	<u>755,726</u>

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:

<u>June 30,</u>	<u>Amount</u>
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.

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2022

## 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.	<u>83,481</u>
Less: Current Portion	<u>4,568,169</u> <u>(142,251)</u>
Total long-term debt	4,425,918
Less: Unamortized debt issuance costs	<u>(80,667)</u>
Total Long-Term Debt net with Related Costs	<u>\$4,345,251</u>

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	<u>3,808,388</u>
	<u>\$ 4,568,169</u>

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.

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
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:

	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market</u>
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	<u>282,898</u>	<u>52,722</u>	<u>335,620</u>
	<u>\$ 1,654,796</u>	<u>\$ 520,983</u>	<u>\$ 2,175,779</u>

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	<u>(385,867)</u>
	<u>\$ (172,668)</u>

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.

## The Lakes Region Mental Health Center, Inc.

## NOTES TO FINANCIAL STATEMENTS

June 30, 2022

## 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	<u>26</u>
	<u>100 %</u>

The Lakes Region Mental Health Center, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2022

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	<u>822,811</u>
	<u>\$ 9,693,599</u>

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	<u>(1,071,000)</u>				<u>(930,000)</u>
TOTAL	<u>\$ 59,488</u>	<u>\$ 27,417,559</u>	<u>\$ (14,284,127)</u>	<u>\$ (13,266,835)</u>	<u>\$ 67,085</u>

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
	<u>\$ 1,045,895</u>

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
<b>Program Service Fees:</b>													
Net Client Fee	\$ 179,514	\$ -	\$ 179,514	\$ 78,373	\$ 39,632	\$ (7,582)	\$ 50,623	\$ -	\$ 5,868	\$ -	\$ 5,737	\$ 8,885	\$ -
Blue Cross/Blue Shield	341,507	-	341,507	138,054	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	16,689	-	90	-	24,288	1,347	-
Other Insurance	554,588	-	554,588	111,770	286,198	23,676	91,440	-	-	-	30,546	10,958	-
<b>Program Sales:</b>													
Service	945,764	5,619	940,145	137,161	172,679	-	176,151	-	-	-	3,300	-	450,854
<b>Public Support - Other:</b>													
Local/County Government	140,813	-	140,813	-	-	-	117,720	-	-	-	-	-	23,093
Donations/Contributions	148,349	108,349	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	-
<b>Federal Funding:</b>													
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	-	-	-	-
<b>BBH &amp; DS:</b>													
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	-	-
	<u>16,349,531</u>	<u>356,628</u>	<u>15,992,903</u>	<u>3,590,028</u>	<u>8,300,341</u>	<u>1,017,742</u>	<u>1,665,164</u>	<u>171,234</u>	<u>289,934</u>	<u>228,402</u>	<u>221,723</u>	<u>59,481</u>	<u>450,854</u>
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
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<b>\$ 16,349,531</b>	<b>\$ -</b>	<b>\$ 16,349,531</b>	<b>\$ 3,870,083</b>	<b>\$ 8,485,431</b>	<b>\$ 1,040,437</b>	<b>\$ 1,702,296</b>	<b>\$ 175,052</b>	<b>\$ 296,399</b>	<b>231,451</b>	<b>226,667</b>	<b>\$ 60,807</b>	<b>460,908</b>

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
<b>Personnel Costs:</b>													
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	281,069	49,426	48,763	42,656	83,995	107,508	15,834
Payroll Taxes	700,078	81,876	618,200	132,617	276,647	36,577	68,604	13,335	12,413	9,867	26,346	27,116	14,678
Substitute Staff	59,352	-	59,352	-	59,352	-	-	-	-	-	-	-	-
<b>PROFESSIONAL FEES AND CONSULTANTS:</b>													
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
<b>Staff Devel. &amp; Training:</b>													
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
<b>Occupancy costs:</b>													
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	446	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	-
<b>Consumable Supplies:</b>													
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	2,665	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	2,389	3,616	701	1,225	175	263	175	399	311	-
<b>Transportation:</b>													
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	-	-	-	-	-	-	-	-
<b>Assist to Individuals:</b>													
Client services	26,407	-	26,407	8,194	15,699	-	-	544	1,970	-	-	-	-
<b>Insurance:</b>													
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	7,897	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	1,649,897	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	30,882	64,338	69,568	48,779
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 15,741,650</b>	<b>\$ -</b>	<b>\$ 15,741,650</b>	<b>\$ 3,293,781</b>	<b>\$ 6,625,594</b>	<b>938,951</b>	<b>\$ 1,851,024</b>	<b>\$ 495,833</b>	<b>\$ 574,858</b>	<b>\$ 282,184</b>	<b>\$ 591,532</b>	<b>\$ 639,616</b>	<b>\$ 448,477</b>



## 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

Respect

Advocacy

Integrity

Stewardship

Excellence

# 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.

- o Responsible for the overall administration, planning, development, coordination and evaluation of all operations of the agency
- o Responsible for all contract development and negotiations
- o Ensures a successful, client-oriented community mental health organization
- o Has oversight responsibility for the financial viability and legal obligations of LRMHC
- o Organizational strategy and planning with senior leadership and board of directors
- o Lead advocate for federal and state legislation, company spokesperson
- o SAMSHA Grant – integrated care established in partnership with two local FQHC(s)
- o 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.

- o Implemented and maintained a cohesive corporate identity between two previously separate organizations
- o Responsible for incorporating \$7 million dollar CMHC operations into an existing developmental services agency
- o Establish and monitor revenue projects for all mental health services
- o Clinical oversight of all medical and psychiatric services

**Genesis Behavioral Health, Laconia, NH** (Known now as LRMHC – see above)

**2000-2001**

*Director, Clinical Operations*

- o Established multidisciplinary teams and set standards of care
- o Monitored contractor agreements and MOU(s)
- o Established revenue projections for \$5 million dollar operation
- o Supervised all clinical directors and program development
- o Served on community boards and committees
- o 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.

- o Established and ensured full range of services for adults with psychiatric disabilities
- o Developed programmatic policies and procedures with Quality Assurance Department
- o Established productivity expectations consistent with budget target of approximately \$4 million dollars
- o Monitored and implemented quality assurance standards to satisfy regulators including NH DBH, Medicaid, Medicare, NHHFA, etc
- o 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.

- o Managed the 24-hour emergency care and psychiatric assessments
- o Provided crisis intervention and emergency care to people in acute distress
- o Recruited, trained and supervised department personnel
- o Liaison to local police, hospitals, homeless shelters and refugee centers

*Manager: Crisis Care Unit/SRO/Respite Care/Shared Apartment Program*

**1982-1985**

- o Supervised and trained direct care staff, implementing treatment related to independent living skills and community-based living
- o Screened and assessed patients for appropriate services and placement
- o Liaison with local housing authority and police
- o 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 position which focused on building community bridges with the organization.

- o Developed and implemented agency-wide staff development plan
- o Authored grants and responded to RFP's for special projects promoting education and prevention services
- o 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.

- o Property management and general contractors for CDBH/"Mod Rehab" housing projects
- o Co-authored grant for \$2.5 million dollar HUD grant for "Women in Transition"
- o 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.

- o Developed and monitored treatment plans for 25 developmentally disabled adults

<b>Education:</b>	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

## **Alison K. O'Neill, MS, LCMHC**

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### **State of New Hampshire Licensed Clinical Mental Health Counselor, License #795**

#### **Professional Experience:**

##### **Lakes Region Mental Health Services, Laconia NH**

##### ***Director, Long Term Services and Supports, October 2019 to Current***

- Oversee and manage four programs:
  - Bridge & Integrated Program, state funded program providing Bridge and Integrated housing vouchers, this team provides support to patients in finding housing, and follow the patient for up to a year after obtaining stable housing. The Integrated Program supports individuals who are recently released from prison finding housing in the entire state of NH.
  - Housing Program, two residential housing units that house 24 residents/patients, this team supports patients with their ADL's, providing case management, and functional support services.
  - Nursing Program, provides nursing services to all the adult patients within the agency, The Nursing Program is the Liaison for our on-site PCP/Integrated Health and our onsite pharmacy for the entire agency.
  - Older Adult and Neurocognitive Program, is a multidisciplinary team providing services to adults with a mental health diagnosis and either a developmental disability, traumatic brain injury or cognitive decline.
- Provide regular supervision with a clinical and administrative focus for the managers of the four programs and for any master level staff within the four programs. Provide supervision for Master's level interns and supervision for therapists working towards their licensure in LCMHC.
- Responsible for recruiting new staff/team members, to include screening candidates, participating in interview sessions, assisting in the hiring decision and am responsible for the in program training of new staff/team members.

##### ***Clinical Coordinator, Neurocognitive Program, September 2015 to October 2019***

- Oversee an interdisciplinary team that provides services to patients admitted to the Neurocognitive program, which provides services to patients with a mental health diagnosis and a developmental or intellectual disability, or a traumatic brain injury, or cognitive decline. Responsible for recruiting new staff/team members, to include screening candidates, participating in interview sessions and assisting in the hiring decision.
- Provide regular supervision with a clinical and administrative focus for bachelor and master level staff. Provide supervision for Master's level interns and supervision for therapists working towards their licensure in LCMHC.
- Participate in several agency committees such as; Training Committee, Employee Committee, Documentation Ad Hoc Committee. Participate and collaborate with outside agencies, such as; Lakes Region Community Services, START (including Committee, training) NH Elders Meeting.
- Respond to crisis situations as needed. Complete adult assessments. Provide individual and group therapy. Participate in DBT Consult Group. Facilitate Therapist Consult Group.
- Create and facilitate trainings on our electronic medical record (Essentia) and Dialectical Behavioral Therapy.
- Working collaboratively to create a Peer Support Program. Provide group supervision for Peer Support Specialist.

##### **New England College, Henniker NH**

##### ***Adjunct Professor, Masters Level Clinical Mental Health Program, August 2016 to current***

- Clinical Counseling Theories
- Clinical Counseling Techniques

##### **Alison K. O'Neill, MS, LCMHC, PLLC, Private Practice, Concord, NH**

##### ***Licensed Clinical Mental Health Counselor, January 2013 to October 2015***

- Worked with children, adolescents, adults, parents, families, and couples, providing individual, couples, and family therapy, writing psychosocial assessments, treatment plans, and progress notes on all clients.
- Responsible for all aspects of the business management i.e. credentialing, insurance contracting and invoicing, accounts payable, accounts receivable, collections, referrals and any other communications. Responsibilities noted below.

##### **Northbridge Counseling, Bedford and Concord, NH**

##### ***Licensed Clinical Mental Health Counselor, June 2012 to March 2013***

- Worked with children, adolescents, and adults, providing individual, couples, and family therapy, as well as seeing clients through their employer EAP using Solution Focused Therapy, writing psychosocial assessments, treatment plans and progress notes on all clients.

**Riverbend Community Mental Health Center, Children's Intervention Program, Concord, NH  
Child and Family Therapist and Family Support Therapist, January 2007 to June 2012**

- For the first 6 months this was an intern position, I was the first master's level intern in the children's program, providing therapy to children and families.
- Provided clinical services to children ages 4 to 18, providing individual, family and group therapy, including DBT Adolescent group, TF-CBT and Helping the Non-Compliant Child.
- Provided school based therapy, collaborated with school staff.

**Therapeutic approaches utilized:** Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Strength Based Therapy, Solution Focused Therapy, Motivational Interviewing, Play Therapy, and Family Systems Therapy.

**Education:**

Springfield College of Human Services, St. Johnsbury, VT  
Master of Science in Mental Health Counseling, 2007

Springfield College of Human Services, Manchester, NH  
Bachelor of Science in Human Services, 2005

# Sara M. Bresslin

## SUMMARY

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Enthusiastic, passionate and dedicated professional, skilled in coaching, public speaking, and leadership. Currently pursuing Master of Arts in Clinical Mental Health Counseling at Southern New Hampshire University. Highly flexible and adaptable, and experienced with facilitating trainings and presentations for various age groups from children to adults and being able to communicate the intended information appropriately to each subgroup.

## EDUCATION

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**Master of Arts in Clinical Mental Health Counseling** 2021  
Southern New Hampshire University, Manchester, New Hampshire

- GPA of 4.0, National Society of Leadership and Success

**Master of Business Administration Sports and Recreation Management** 2014  
New England College, Henniker, New Hampshire

- GPA of 3.79

**Bachelor of Science Applied Exercise Science** 2012  
University of New England, Biddeford, Maine

- GPA of 3.30, *Cum Laude*, Who's Who Among American Colleges and Universities

## COUNSELING SKILLS

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- Demonstrate nonverbal, active listening and attending skills within role-play scenarios
- Ability to reflect feelings, paraphrase, summarize and use effective encouragers when working with clients
- Adhere to professional and ethical behavior with colleagues and clients
- Keen attention to detail when tracking and assessing client verbal and nonverbal cues

## RELEVANT EXPERIENCE

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**Care Transition Team Lead** July 2022 – Present  
Lakes Region Mental Health Center (Laconia, NH)

- Train new employees and interns on how to complete clinical intakes for new patients.
- Assist and support continuity of care for hospital discharge patients, including but not limited to: scheduling and providing intakes, stabilization appointments.
- Oversee and supervise Critical Time Intervention (CTI) program.
- Evaluate, assess, diagnose and treat individuals who are severely and persistently mentally ill.

**Neurocognitive Therapist** June 2021 – July 2022  
Lakes Region Mental Health Center (Laconia, NH)

- Evaluate, assess, diagnose and treat individuals with neurocognitive disorders who are severely and persistently mentally ill.
- Train new employees and interns on how to complete clinical intakes for new patients.

**Case Manager, LTSS Program** January 2021 – May 2021

Lakes Region Mental Health Center (Laconia, NH)

- Assess for case management and functional support needs for individuals who are severely and persistently mentally ill.
- Support individuals with functional support services in the community.

**Education and Training Director**

November 2016 – September 2019

Life of an Athlete, NHIAA (Concord, NH)

- Present at the local state, regional, and national level on positive school culture, leadership, and the importance of being substance free.
- Plan and execute the Statewide New Hampshire Student Leadership Conference, Regional Summit Series, and Coaches' Super Clinic.
- Develop rapport with students of various backgrounds and facilitate monthly statewide Student Leadership Committee meetings

**Area Coordinator**

July 2013– August 2015

New England College (Henniker, NH)

- Assist in planning and running Summer and Winter Resident Advisor Training.
- Serve as a conduct officer and utilize the restorative practice model for discipline.
- Collaborate with other departments to come up with creative solutions for struggling students.

**Protective Custody Monitor**

September 2012 – May 2014

New England College (Henniker, NH)

- Provide assistance and care for intoxicated students.

**VOLUNTEER EXPERIENCE**

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**Assistant Swim Coach**

November 2012 – February 2015

Peabody Veterans Memorial High School, Peabody, MA

**Assistant Swim Coach**

November 2011 – February 2012

Kennebunk High School, Kennebunk, ME

**CERTIFICATIONS**

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MoCA Cognitive Assessment  
Lakes Region Mental Health Center

December 22, 2022 – Present

ANSA  
Lakes Region Mental Health Center

July 15, 2022 – Present

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Contractor Name: The Lakes Region Mental Health Center  
SS-2022-DBH—OPERA-04-A01  
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Margaret M. Pritchard	Chief Executive Officer	\$0 (Indirect)
Alison O'Neill	Director, Neuro & Svc Access	\$0 (Indirect)
Sara Bresslin	Care Transition Team Lead	\$29,000

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Lori A. Shibanette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 8, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into new **Sole Source** contracts with the vendors listed in **bold** below, which includes the option to renew for two (2) years, and amend existing contracts to expand and continue providing Critical Time Intervention services, by exercising contract renewal options by increasing the total price limitation by \$3,252,100 from \$790,341 to \$4,042,441 and extending the completion dates of the existing contracts from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. 70% Federal Funds. 30% General Funds.

The original contracts were approved by Governor and Council as indicated in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approvals
<b>Behavioral Health &amp; Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County</b>	177278	<b>Dover, Region 9</b>	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
<b>The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health</b>	154112	<b>Nashua, Region 6</b>	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
<b>The Mental Health Center of Greater Manchester, Inc.</b>	177184	<b>Manchester, Region 7</b>	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)

*The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.*

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

West Central Services, Inc. DBA West Central Behavioral Health	177654	Lebanon, Region 2	\$129,135	\$218,386	\$347,521	O: 10/27/21, (Item #15)
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$0	\$349,487	\$349,487	New Sole Source
Northern Human Services	177222	Conway, Region 1	\$0	\$258,410	\$258,410	New Sole Source
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$0	\$440,564	\$440,564	New Sole Source
The Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$0	\$258,410	\$258,410	New Sole Source
Monadnock Family Services	177510	Keene, Region 5	\$0	\$258,410	\$258,410	New Sole Source
The Mental Health Center for Southern New Hampshire DBA Center for Life Management	174116	Derry, Region 10	\$0	\$349,487	\$349,487	New Sole Source
		<b>Total:</b>	<b>\$790,341</b>	<b>\$3,252,100</b>	<b>\$4,042,441</b>	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

A part of this request is **Sole Source** because the remaining six (6) of the ten (10) Community Mental Health Centers have been identified as being ready to implement the Critical Time Intervention program. The Community Mental Health Centers are designated by the Department to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule He-M 425.03.

Additionally, the original four (4) Community Mental Health Centers will continue providing Critical Time Intervention programming in order to continue addressing the needs of community

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

members transitioning out of inpatient behavioral health settings, with the goal of lowering readmission rates and thereby lowering readmission costs.

The purpose of this request is to ensure individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to New Hampshire Hospital and Designated Receiving Facilities, have intensive supports available that improve quality of life while mitigating readmission to psychiatric facilities. The Contractors will continue operationalizing Critical Time Intervention programs that provide intensive individual support services for individuals during the initial nine (9) months of discharge from inpatient behavioral health settings.

Approximately 900 individuals will be served during State Fiscal Years 2022 and 2023.

Critical Time Intervention is a time-limited and evidence-based practice that mobilizes community supports for vulnerable individuals during periods of transition. The Critical Time Intervention model facilitates community reintegration and continuity of care by ensuring an individual has enduring ties to their community and support systems in place.

The Contractors will continue working with the Department to establish policies relative to Critical Time Intervention programs. The Critical Time Intervention model is being introduced to the remaining six (6) Community Mental Health Centers and will ensure individuals, statewide, have access to services that support linkages to community supports and other personal supports during difficult transitions to the communities.

The Department will continue monitoring the Critical Time Intervention program by:

- Overseeing quality assurance activities and reviews of the Contractors operations to ensure compliance with the contractual objectives;
- Conducting recurring analysis of program fidelity and outcomes data; and
- Actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

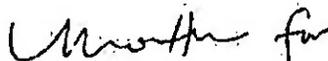
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the Department has the option to extend four (4) of the agreements for up to three (3) additional years. The Department is exercising its option to renew services for one (1) of the three (3) years available. For the six (6) new Sole Source contracts in this requested action, the Department has the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, the Department will continue to experience higher hospitalization rates, lengthier waitlists, and gaps in services that support successful reintegration of individuals into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #1B09SM083987

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette  
Commissioner

Attachment A  
Financial Details

05-95-92-920010-7877 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, OFFICE OF THE DIRECTOR (100% General Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	7,594.00	-	7,594.00
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>7,594.00</b>	<b>78,987.00</b>	<b>86,581.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		115,976.00	115,976.00
			<b>Subtotal</b>	<b>-</b>	<b>115,976.00</b>	<b>115,976.00</b>

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>-</b>	<b>78,987.00</b>	<b>78,987.00</b>

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>-</b>	<b>152,964.00</b>	<b>152,964.00</b>

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
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>-</b>	<b>78,987.00</b>	<b>78,987.00</b>

Monadnock Family Services (Vendor Code 177150-B005)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	78,987.00	78,987.00
			<b>Subtotal</b>	-	78,987.00	78,987.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	115,976.00	115,976.00
			<b>Subtotal</b>	-	115,976.00	115,976.00

<b>Total</b>				<b>46,576.00</b>	<b>1,159,756.00</b>	<b>1,206,332.00</b>
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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)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	121,541.00	-	121,541.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	121,541.00	73,995.00	195,536.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	207,408.00	154,614.00	362,022.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
			<b>Subtotal</b>	-	168,107.00	168,107.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	-	114,019.00	114,019.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget

Attachment A  
Financial Details

2022	074-500585	Grants for public assistance	92244120	-	67,582.00	67,582.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<b>Subtotal</b>	-	222,196.00	222,196.00

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
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	-	114,019.00	114,019.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<b>Subtotal</b>	-	114,019.00	114,019.00

Center for Life Management (Vendor Code 174118-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
			<b>Subtotal</b>	-	168,107.00	168,107.00

<b>Total</b>					<b>743,765.00</b>	<b>1,438,304.00</b>	<b>2,182,069.00</b>
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05-95-80-903510-2468 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: PUBLIC HEALTH DIV OF, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, PUBLIC HEALTH.CRISIS RSP-ARP (100% Federal Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
<b>Subtotal</b>				-	65,404.00	65,404.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
<b>Subtotal</b>				-	65,404.00	65,404.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
<b>Subtotal</b>				-	65,404.00	65,404.00

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
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
<b>Subtotal</b>				-	65,404.00	65,404.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
<b>Subtotal</b>				-	65,404.00	65,404.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
<b>Subtotal</b>				-	65,404.00	65,404.00

<b>Total</b>				-	654,040.00	654,040.00
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<b>Grand Total</b>				790,341.00	3,252,100.00	4,042,441.00
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Subject: Operationalization of the Critical Time Intervention Phase Two (SS-2022-DBH-07-OPERA-04)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

### AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Lakes Region Mental Health Center, Inc.		1.4 Contractor Address 40 Beacon Street East Laconia, NH 03246	
1.5 Contractor Phone Number (603) 524-1100	1.6 Account Number 05-95-92-922010-41200000; 05-95-92-920010-78770000; 05-95-90-903510-24680000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$258,410
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Margaret M. Pritchard</i> Date: 3/1/2022		1.12 Name and Title of Contractor Signatory Margaret M. Pritchard Chief Executive Officer	
1.13 State Agency Signature DocuSigned by: <i>Katja S. Fox</i> Date: 3/8/2022		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) DocuSigned by: By: <i>Robyn Quirino</i> On: 3/9/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials

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Date 3/1/2022

**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

Contractor Initials

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Date 3/1/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Phase Two  
EXHIBIT A**

**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and 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.

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work.**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 3 for individuals who:
  - 1.2.1. Are discharged from inpatient behavioral health settings;
  - 1.2.2. Are not receiving ACT services;
  - 1.2.3. Agree to receiving CTI program services;
  - 1.2.4. Are returning to Region 3; and
  - 1.2.5. Are 18 years or older.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 1.8.2. Progress; and
- 1.8.3. Opportunities.
- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:
  - 1.9.1. Applicable EHR modifications are fully functional by July of 2022 with a submission of test data at the request of the Department; and
  - 1.9.2. The EHR has capacity to capture information regarding:
    - 1.9.2.1. Referrals;
    - 1.9.2.2. Discharge;
    - 1.9.2.3. Assessments;
    - 1.9.2.4. Care plans;
    - 1.9.2.5. All interactions between CTI program and the individual;
    - 1.9.2.6. Hospitalizations; and
    - 1.9.2.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.11. The Contractor shall document in the EHR all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
  - 1.12.2. Community Mental Health Centers, statewide.
  - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.12.4. Landlords.
  - 1.12.5. Local Businesses.
  - 1.12.6. Community Action Program agencies.
  - 1.12.7. Peer Support Agencies.
  - 1.12.8. Educational Institutions.
  - 1.12.9. Public Assistance Agencies.
  - 1.12.10. Local Welfare Offices.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 1.12.11. Public Health Departments.
- 1.12.12. Transportation providers.
- 1.12.13. Places of worship.
- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services; and
  - 1.13.2. Engage in a pre-CTI meeting with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
  - 1.14.1. Review the individual's treatment history;
  - 1.14.2. Identify existing community supports; and
  - 1.14.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
    - 1.14.3.1. Income.
    - 1.14.3.2. Access to health care, including:
      - 1.14.3.2.1. Health care services;
      - 1.14.3.2.2. Mental health services;
      - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services; and
      - 1.14.3.2.4. Insurance coverage.
    - 1.14.3.3. Diet and exercise.
    - 1.14.3.4. Education.
    - 1.14.3.5. Employment.
    - 1.14.3.6. Family and social supports.
    - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:

- 1.15.1. Documenting the individual's recovery and transition goals;
- 1.15.2. Identifying supports and services to assist the individual with transition back into the community;
- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
  - 1.15.3.1. Housing supports.
  - 1.15.3.2. Mental health services.
  - 1.15.3.3. Primary care health services.
  - 1.15.3.4. Transportation supports.
  - 1.15.3.5. Child care supports.
  - 1.15.3.6. Educational programs and supports.
  - 1.15.3.7. Employment supports.
  - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.17.1. Access to emergency department visits.
  - 1.17.2. Access to inpatient services to resolve crisis as they arise.
  - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

**2. Phase One (1) CTI Services**

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 2.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 2.2.1.1. Health care appointments.
    - 2.2.1.2. Mental health appointments.
    - 2.2.1.3. Recovery and substance use treatment sessions.
    - 2.2.1.4. Dental appointments.
    - 2.2.1.5. Other appointments relative to life skills.
  - 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 2.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**3. Phase Two (2) CTI Services**

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall reassess the individual's needs and update the Phase Plan, as needed.
- 3.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 3.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 3.3.2. Assisting with self-advocacy.
- 3.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 3.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 3.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 3.7.1. Faith and/or spiritual programs.
  - 3.7.2. Physical fitness programs.
  - 3.7.3. Social clubs.
  - 3.7.4. Creative art programming.
  - 3.7.5. Education.
  - 3.7.6. Employment.
- 3.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**4. Phase Three (3) CTI Services**

- 4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 4.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 4.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 4.3.1. Developing a long-term plan to:
    - 4.3.1.1. Manage their support network independently; and
    - 4.3.1.2. Achieve recovery goals that remain outstanding.
- 4.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.5. The Contractor shall facilitate a final meeting with the individual to:
  - 4.5.1. Acknowledge achievements over the past 9 months; and
  - 4.5.2. Ensure the individual can function independently with their support network.
- 4.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 4.6.1. The individual's recovery and transition goals;
- 4.6.2. The steps the individual made that indicate their ability to manage their support network independently;
- 4.6.3. The individual's experience in CTI;
- 4.6.4. Initial Risk Assessment;
- 4.6.5. Barriers to the Intervention; and
- 4.6.6. Summarize CTI Intervention.

**5. CTI Supervisory Scope of Work**

- 5.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 5.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 5.2.1. Weekly documentation on required forms that include the:
    - 5.2.1.1. Weighted caseload tracker;
    - 5.2.1.2. Phase date form; and
    - 5.2.1.3. CTI Team Supervision form; and
  - 5.2.2. CTI worker's fidelity efforts; and
  - 5.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 5.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**6. Flexible Needs**

- 6.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 6.1.1. Groceries.
  - 6.1.2. Transportation.
  - 6.1.3. Childcare.
  - 6.1.4. Short-term housing costs, such as security deposits or utility bills.
  - 6.1.5. Clothing appropriate for cold weather, job interviews, or work.
  - 6.1.6. Other uses pre-approved in writing by the Department.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**7. Staffing**

- 7.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 7.1.1. Two (2) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 7.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 7.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:
  - 7.2.1. Obtain and verify a minimum of two (2) references for the individual;
  - 7.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
  - 7.2.3. Complete a criminal records check to ensure that the individual has no history of:
    - 7.2.3.1. Felony conviction; or
    - 7.2.3.2. Any misdemeanor conviction involving:
      - 7.2.3.2.1. Physical or sexual assault;
      - 7.2.3.2.2. Violence;
      - 7.2.3.2.3. Exploitation;
      - 7.2.3.2.4. Child pornography;
      - 7.2.3.2.5. Threatening or reckless conduct;
      - 7.2.3.2.6. Theft;
      - 7.2.3.2.7. Driving under the influence of drugs or alcohol; or
      - 7.2.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
  - 7.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:
    - 7.2.4.1. The individual's name is on the BEAS state registry;
    - 7.2.4.2. The individual has a record of a felony conviction; or

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 7.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 7.2.3.2.
- 7.3. The Contractor shall ensure all CTI staff:
  - 7.3.1. Complete the CTI model training; and
  - 7.3.2. Attend regular Community of Practice (CoP) meetings.
- 7.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 7.4.1. A two (2) day CTI worker training;
  - 7.4.2. A one (1) day CTI supervisor training;
  - 7.4.3. A two (2) day Train-the-Trainer training;
  - 7.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 7.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 7.4.5.1. Motivational Interviewing.
    - 7.4.5.2. Harm reduction.
    - 7.4.5.3. Trauma Informed Care.
    - 7.4.5.4. Setting boundaries.

**8. Exhibits Incorporated**

- 8.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**9. Reporting Requirements**

- 9.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 9.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

Department. The Contractor shall ensure the reporting includes, but is not limited to:

- 9.2.1. Implementation milestones that include but are not limited to:
  - 9.2.1.1. Hiring, onboarding, and training of staff.
  - 9.2.1.2. The development of a discharge process with New Hampshire Hospital and other DRF's.
  - 9.2.1.3. Open enrollment.
  - 9.2.1.4. Community engagement activities for individual resource development.
  - 9.2.1.5. Training of CMHC clinical staff on the CTI Program.
  - 9.2.1.6. The development of an internal process for communication and coordination between agency services.
  - 9.2.1.7. CTI program improvement efforts.
  - 9.2.1.8. CTI implementation fidelity self-Assessment outcomes.
  - 9.2.1.9. Barriers, challenges, and highlights.

9.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15th) day of the following month.

9.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**10. Operationalization Measures**

10.1. The Department will monitor the contracted services by:

- 10.1.1. Meeting with the Contractor to determine whether:
  - 10.1.1.1. Implementation milestones have been met;
  - 10.1.1.2. Staffing requirements have been met; and
  - 10.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
- 10.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 10.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
- 10.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 10.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 10.2.1. Barriers to progress, as identified by the Department.
  - 10.2.2. Action taken to date to address barriers.
  - 10.2.3. Future action to address barriers, with timeframes.
  - 10.2.4. Action taken to date to make progress.
  - 10.2.5. Future action to make progress, with timeframes.
- 10.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 10.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 10.4.1. Operational workflows;
  - 10.4.2. CTI policies and procedures;
  - 10.4.3. Encounter notes on required forms; and
  - 10.4.4. Phoenix data entry.
- 10.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 10.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 10.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 10.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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**11. Additional Terms**

**11.1. Impacts Resulting from Court Orders or Legislative Changes**

11.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**11.3. Credits and Copyright Ownership**

11.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

11.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

11.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

11.3.3.1. Brochures.

11.3.3.2. Resource directories.

11.3.3.3. Protocols or guidelines.

11.3.3.4. Posters.

11.3.3.5. Reports.

11.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.



**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**11.4. Operation of Facilities: Compliance with Laws and Regulations**

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**12. Records**

12.1. The Contractor shall keep records that include, but are not limited to:

12.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

12.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

12.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

12.1.4. Medical records on each patient/recipient of services.

12.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 44.12%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN 1B09SM083987.
  - 1.2. 25.31%, Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.354, FAIN NU90TP922144.
  - 1.3. 30.57% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective upon approval of the contract through June 30, 2022, payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, which shall not exceed the approved line items specified in Exhibit C-1, Budget.
  - 2.4. Effective July 1, 2022, except for a) Incentive Payments described in Section 3; b) Flexible Funds described in Section 6; and c) Contingency Funds described in Section 7; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.4.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.4.1.1, Rate Table, which are rates set for the term of the contract.

**2.4.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI	\$370.91	Minimum of two (2) encounters with the individual, in-person or	Paid once per <i>ACHP</i>

New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
**EXHIBIT C**

(Phases 1-3)	virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	individual, per month, not to exceed nine (9) consecutive months.
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2.4.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B, Scope of Services, which include:

- 2.4.2.1. CTI worker salaries and benefits;
- 2.4.2.2. CTI supervisor salaries and benefits; and
- 2.4.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.

2.4.3. If the actual costs incurred for providing services in Exhibit B, Scope of Services exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:

- 2.4.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
- 2.4.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-2, Budget over the term of the Agreement.

2.4.4. If the actual costs incurred for providing services in Exhibit B, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:

- 2.4.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1., and the actual amounts of expenses incurred.
- 2.4.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.4.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

- 2.4.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table in Subparagraph 2.4.1.1 have been met for each individual identified on the invoice.
- 2.4.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.4.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.5. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-2, Budget. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.5.1. Used to directly support the needs of the client when no other funds are not available;
  - 2.5.2. Used for one-time expenses tangible in nature;
  - 2.5.3. Directly allocable to the work performed under this Agreement;
  - 2.5.4. Appropriate in amount and nature, as determined by the Department; and
  - 2.5.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.6. The Contractor shall be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement, at the Department's discretion. The Contractor shall:
- 2.6.1. Obtain pre-approval for the expenses from the Department via a form of submission satisfactory to the Department with applicable justifications; and
  - 2.6.2. Ensure requests for Contingency Payments, based on extraordinary costs, do not exceed the contingency expenses line item defined in Exhibit C-2, Budget.
- 2.7. Effective July 1, 2022, the Contractor shall be eligible to receive an incentive payment in an amount not to exceed 5% of their invoicing of the per diem expense line item defined in Exhibit C-2, Budget. The Contractor shall be eligible for the incentive payment if the average graduation rate across all CTI clients enrolled during State Fiscal Year

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

- 2023 is demonstrated to be equal to or greater than 75%. For the purposes of this Subsection 2.7.:
- 2.7.1. "Graduated" for this incentive payment shall mean a CTI client that enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Year 2023;
  - 2.7.2. "Enrolled" for this incentive payment shall mean any individual, discharged from a qualifying Designated Receiving Facility (DRF) or New Hampshire Hospital, that entered Phase 1 of the CTI program upon their discharge, which does not include individuals who participate in Pre-CTI, but do not enter Phase 1; and
  - 2.7.3. The incentive target shall be calculated based on:
    - 2.7.3.1. Data submitted by the Contractor via the Phoenix reporting system; and
    - 2.7.3.2. The calculation of the total number of graduated CTI clients during the State Fiscal Year 2023 divided by the total number of CTI clients enrolled into Phase 1 and eligible to graduate during State Fiscal Year 2023.
3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
- 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 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.
  - 10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.
11. Audits
  - 11.1. The Contractor must email an annual audit to: [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 11.1.1. 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.
    - 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

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- 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 11.3. 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.
- 11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: The Lakes Region Mental Health Center, Inc.

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: State Fiscal Year 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 20,700.00	\$ 4,701.00	\$ 25,401.00	\$ -	\$ -	\$ -	\$ 20,700.00	\$ 4,701.00	\$ 25,401.00
2. Employee Benefits	\$ 5,796.00	\$ 1,318.00	\$ 7,114.00	\$ -	\$ -	\$ -	\$ 5,796.00	\$ 1,318.00	\$ 7,114.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - System Upgrade Funds	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
10. Materials/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plan Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Incentive Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruiting and Hiring Costs	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 3,750.00	\$ -	\$ 3,750.00
TOTAL	\$ 34,997.00	\$ 6,017.00	\$ 41,014.00	\$ -	\$ -	\$ -	\$ 34,997.00	\$ 6,017.00	\$ 41,014.00
Indirect As A Percent of Direct 17.7%									

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: The Lakes Region Mental Health Center, Inc.

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2022 to 6/30/2023

Line Item	Total Program Cost				Contractor Share / Match				Funded by DHH5 contract share			
	Direct	Indirect	Total	Match	Direct	Indirect	Total	Direct	Indirect	Total	Match	
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Auto and Legal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (specify details in notation)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Flier Funds	\$	4,000.00	\$	4,000.00	\$	\$	\$	\$	4,000.00	\$	\$	4,000.00
Incentive Payments	\$	9,245.00	\$	9,245.00	\$	\$	\$	\$	9,245.00	\$	\$	9,245.00
Per Diem Expenses	\$	195,141.00	\$	195,141.00	\$	\$	\$	\$	195,141.00	\$	\$	195,141.00
Contingency Expenses	\$	10,000.00	\$	10,000.00	\$	\$	\$	\$	10,000.00	\$	\$	10,000.00
TOTAL	\$	218,386.00	\$	218,386.00	\$	\$	\$	\$	218,386.00	\$	\$	218,386.00

Indirect As A Percent of Direct: 0.0%

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about:
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

3/1/2022

Date

DocuSigned by:

*Margaret M. Pritchard*

Name: Margaret M. Pritchard

Title: Chief Executive Officer

New Hampshire Department of Health and Human Services  
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

3/1/2022

Date

DocuSigned by:

Margaret M. Pritchard

Name: Margaret M. Pritchard

Title: Chief Executive Officer

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MMP

Vendor Initials

3/1/2022  
Date

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3/1/2022

Date

DocuSigned by:

Margaret M. Pritchard

Name: Margaret M. Pritchard

Title: Chief Executive Officer

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MMP

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

ds  
MMP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services.  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

3/1/2022

Date

DocuSigned by:  
Margaret M. Pritchard  
Name: Margaret M. Pritchard  
Title: Chief Executive Officer

Exhibit G

Contractor Initials

DS  
MAP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections.

New Hampshire Department of Health and Human Services  
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

3/1/2022

Date

DocuSigned by:

*Margaret M. Pritchard*

Name: Margaret M. Pritchard

Title: Chief Executive Officer

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials MAP

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions -- All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials

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Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials MM

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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3/2014

Contractor Initials

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials

3/2014

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
 The State by:  
 katja S. Fox  
 Signature of Authorized Representative  
 katja S. Fox  
 Name of Authorized Representative  
 Director  
 Title of Authorized Representative  
 3/8/2022  
 Date

the lakes region mental health center, inc  
 Name of the Contractor  
 Margaret M. Pritchard  
 Signature of Authorized Representative  
 Margaret M. Pritchard  
 Name of Authorized Representative  
 Chief Executive Officer  
 Title of Authorized Representative  
 3/1/2022  
 Date

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3/1/2022

Date

DocuSigned by:

*Margaret M. Pritchard*

Name: Margaret M. Pritchard

Title: Chief Executive Officer

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3/1/2022

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.

- The DUNS number for your entity is: 011040545
- 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:

- 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:

- The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor.
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer, or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any State of New Hampshire Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the Confidential Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - e. limit disclosure of the Confidential Information to the extent permitted by law.
  - f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
  - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer: DHHSPrivacyOfficer@dhhs.nh.gov
- B. DHHS Security Officer: DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials

Date 3/12/2022

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Family Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 6, 2022, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,161,850
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B, Amendment #1, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C Amendment #1, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

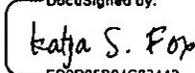
All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/25/2023

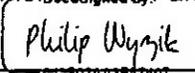
Date

DocuSigned by:  
  
E0005804C82442  
Name: Katja S. Fox  
Title: Director

Monadnock Family Services

5/25/2023

Date

DocuSigned by:  
  
0450272384207  
Name: PHILIP Wyzik  
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/30/2023

Date

DocuSigned by:  
*Robyn Guarino*  
Name: Robyn Guarino  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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**Scope of Services**

**1. Statement of Work – All Regions**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning back into their community from:
  - 1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and
  - 1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 5 for individuals who meet criteria as they relate to the transition, as determined by the Department.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews, and revise policies and procedures as identified by the Contractor, and as mutually agreed upon by the Contractor and the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;
  - 1.8.2. Progress; and
  - 1.8.3. Opportunities.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure the EHR has capacity to capture information regarding:
  - 1.9.1. Referrals;
  - 1.9.2. Discharge;
  - 1.9.3. Assessments;
  - 1.9.4. Care plans;
  - 1.9.5. All interactions between CTI program and the individual;
  - 1.9.6. Hospitalizations; and
  - 1.9.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall participate in continuous quality improvement exercises to ensure the accuracy, completeness, and timely submission of CTI data to the Department.
- 1.11. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.12. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.13. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.13.1. New Hampshire Hospital and all of the DRFs, statewide.
  - 1.13.2. Community Mental Health Centers, statewide.
  - 1.13.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.13.4. Landlords.
  - 1.13.5. Local Businesses.
  - 1.13.6. Community Action Program agencies.
  - 1.13.7. Peer Support Agencies.
  - 1.13.8. Educational Institutions.
  - 1.13.9. Public Assistance Agencies.
  - 1.13.10. Local Welfare Offices.
  - 1.13.11. Public Health Departments.
  - 1.13.12. Transportation providers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 1.13.13. Churches.
- 1.13.14. Refugee associations.
- 1.13.15. Health clubs.
- 1.13.16. Other social support organizations.
- 1.14. The Contractor shall take all necessary action to support the individual with connecting to the community support providers identified in the discharge plan.
- 1.15. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.15.1. Emergency Department visits.
  - 1.15.2. Inpatient services to resolve crisis as they arise.
  - 1.15.3. Supplementary crisis programs, as needed and determined by the Contractor.
  - 1.15.4. Rapid Response.
- 1.16. If an individual experiences a re-admittance, and is no longer able to participate in CTI, the Contractor shall ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

**2. Pre-CTI Services**

- 2.1. The Contractor shall provide Pre-CTI supports and services for the period after an individual is referred, and before that individual is discharged from an inpatient behavioral health setting. The Contractor shall ensure:
  - 2.1.1. Individuals meet the current referral criteria as approved by the Department.
- 2.2. During the Pre-CTI phase, the Contractor shall obtain consent from the individual to participate in the CTI program.
- 2.3. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 2.3.1. Schedule an appointment with the individual within one (1) business day of receiving a referral for services; and
  - 2.3.2. Meet with the individual as often as needed to:
    - 2.3.2.1. Assess their needs; and
    - 2.3.2.2. Develop a CTI Phase Plan that supports a successful discharge.
- 2.4. The Contractor shall conduct an assessment of the individual's needs using

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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tools pre-approved by the Department, to:

- 2.4.1. Review the individual's treatment history;
- 2.4.2. Identify existing community supports; and
- 2.4.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
  - 2.4.3.1. Income.
  - 2.4.3.2. Access to health care, including:
    - 2.4.3.2.1. Health care services;
    - 2.4.3.2.2. Mental health services;
    - 2.4.3.2.3. Substance Use Disorder and Recovery Support Services; and
    - 2.4.3.2.4. Insurance coverage.
  - 2.4.3.3. Diet and exercise.
  - 2.4.3.4. Education.
  - 2.4.3.5. Employment.
  - 2.4.3.6. Family and social supports.
  - 2.4.3.7. Housing arrangements.
- 2.5. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:
  - 2.5.1. Documenting the individual's recovery and transition goals;
  - 2.5.2. Identifying supports and services to assist the individual with transition back into the community;
  - 2.5.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
    - 2.5.3.1. Housing supports.
    - 2.5.3.2. Mental health services.
    - 2.5.3.3. Primary care health services.
    - 2.5.3.4. Transportation supports.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 2.5.3.5. Child care supports.
- 2.5.3.6. Educational programs and supports.
- 2.5.3.7. Employment supports.
- 2.5.3.8. Family, friends, and peers.
- 2.5.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 2.5.5. Identifying barriers to success; and
- 2.5.6. Providing assistance with barrier resolution.

**3. Phase One (1) CTI Services**

- 3.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 3.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 3.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 3.2.1.1. Health care appointments.
    - 3.2.1.2. Mental health appointments.
    - 3.2.1.3. Recovery and substance use treatment sessions.
    - 3.2.1.4. Dental appointments.
    - 3.2.1.5. Other appointments relative to life skills.
  - 3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 3.2.4. Attending meetings or appointments as requested by the individual.
- 3.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 3.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**4. Phase Two (2) CTI Services**

- 4.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 4.2. The Contractor shall reassess the individual's needs and update the Phase Plan.
- 4.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 4.3.2. Assisting with self-advocacy.
- 4.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 4.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 4.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 4.7.1. Faith and/or spiritual programs.
  - 4.7.2. Physical fitness programs.
  - 4.7.3. Social clubs.
  - 4.7.4. Creative art programming.
  - 4.7.5. Education.
  - 4.7.6. Employment.
- 4.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**5. Phase Three (3) CTI Services**

- 5.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 5.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 5.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 5.3.1. Developing a long-term plan to:
    - 5.3.1.1. Manage their support network independently; and

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 5.3.1.2. Achieve recovery goals that remain outstanding.
- 5.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 5.5. The Contractor shall facilitate a final meeting with the individual to:
  - 5.5.1. Acknowledge achievements over the past 9 months; and
  - 5.5.2. Ensure the individual can function independently with their support network.
- 5.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
  - 5.6.1. The individual's recovery and transition goals;
  - 5.6.2. The steps the individual made that indicate their ability to manage their support network independently;
  - 5.6.3. The individual's experience in CTI;
  - 5.6.4. Initial Risk Assessment;
  - 5.6.5. Barriers to the Intervention; and
  - 5.6.6. A summary of the CTI Intervention.

**6. CTI Program Inactive, Reactivated and Closed Statuses**

- 6.1. The Contractor shall maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:
  - 6.1.1. Inactive Status
    - 6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement [defined as at least two (2) attempts by phone or in-person per week] for three (3) weeks occurs, the individual shall be considered inactive.
    - 6.1.1.2. The CTI Coach shall notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.
    - 6.1.1.3. The CTI Supervisor shall:
      - 6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;
      - 6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

case at the completion of nine (9) months [defined as from the day of initial discharge]; and

6.1.1.3.3. Note the individual did not complete the program in the EHR.

6.1.2. Reactivated Status

6.1.2.1. An individual shall be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

6.1.2.2. Once the individual is reactivated, the CTI Supervisor shall reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

6.1.2.3. The reactivated individual shall continue the CTI program according to the initial 9-month timeline based on their date of discharge.

6.1.2.4. The CTI Coach shall update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

6.1.2.5. The individual shall be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

6.1.3. Closed Status

6.1.3.1. An individual shall be considered closed if the individual:

6.1.3.1.1. Moved out of state, or the catchment area;

6.1.3.1.2. Passed away;

6.1.3.1.3. Declines participation in CTI following initial engagement;

6.1.3.1.4. Is hospitalized for an extended period of time as determined by the Contractor;

6.1.3.1.5. Transferred to an Assertive Community Treatment (ACT) Team;

6.1.3.1.6. Is incarcerated; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

6.1.3.1.7. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's client closing policy.

6.1.3.2. The CTI Coach shall update the EHR to indicate the closed status.

6.1.3.3. The CTI Supervisor shall remove the individual from the CTI Coach's caseload.

6.1.3.4. If the individual becomes eligible for CTI again, the Contractor shall ensure they are allowed to receive the service.

## **7. CTI Supervisory Scope of Work**

7.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

7.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:

7.2.1. Weekly documentation on required forms that include the:

7.2.1.1. Weighted caseload tracker;

7.2.1.2. Phase date form; and

7.2.1.3. CTI Team Supervision form; and

7.2.2. CTI worker's fidelity efforts; and

7.2.3. CTI worker's barriers to securing community services and supports for CTI participants.

7.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

## **8. Flexible Needs**

8.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:

8.1.1. Groceries.

8.1.2. Transportation.

8.1.3. Childcare.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 8.1.4. Short-term housing costs, such as security deposits or utility bills.
- 8.1.5. Clothing appropriate for cold weather, job interviews, or work.
- 8.1.6. Other uses pre-approved in writing by the Department.

**9. Staffing**

- 9.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 9.1.1. Two (2) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 9.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 9.2. 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.
- 9.3. The Contractor shall ensure all CTI staff:
  - 9.3.1. Complete the CTI model training; and
  - 9.3.2. Attend regular Community of Practice (CoP) meetings.
- 9.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 9.4.1. A two (2) day CTI worker training;
  - 9.4.2. A one (1) day CTI supervisor training;
  - 9.4.3. A two (2) day Train-the-Trainer training;
  - 9.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 9.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 9.4.5.1. Motivational Interviewing.
    - 9.4.5.2. Harm reduction.
    - 9.4.5.3. Trauma Informed Care.
    - 9.4.5.4. Setting boundaries.

**10. Exhibits Incorporated**

- 10.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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has been executed by the parties.

- 10.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 10.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**11. Reporting Requirements**

- 11.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 11.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
  - 11.2.1. Implementation milestones that include but are not limited to:
    - 11.2.1.1. Hiring, onboarding, and training of staff.
    - 11.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRFs.
    - 11.2.1.3. Open enrollment.
    - 11.2.1.4. Community engagement activities for individual resource development.
    - 11.2.1.5. Training of CMHC clinical staff on the CTI Program.
    - 11.2.1.6. The development of an internal process for communication and coordination between agency services.
    - 11.2.1.7. CTI program improvement efforts.
    - 11.2.1.8. CTI implementation fidelity self-Assessment outcomes.
    - 11.2.1.9. Barriers, challenges, and highlights.
- 11.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15<sup>th</sup>) day of the following month.
- 11.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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**12. Operationalization Measures**

- 12.1. The Department will monitor the contracted services by:
  - 12.1.1. Meeting with the Contractor to determine whether:
    - 12.1.1.1. Implementation milestones have been met;
    - 12.1.1.2. Staffing requirements have been met; and
    - 12.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 12.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;
  - 12.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
  - 12.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 12.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 12.2.1. Barriers to progress, as identified by the Department.
  - 12.2.2. Action taken to date to address barriers.
  - 12.2.3. Future action to address barriers, with timeframes.
  - 12.2.4. Action taken to date to make progress.
  - 12.2.5. Future action to make progress, with timeframes.
- 12.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 12.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 12.4.1. Operational workflows;
  - 12.4.2. CTI policies and procedures;
  - 12.4.3. Encounter notes on required forms; and
  - 12.4.4. Phoenix data entry.
- 12.5. The Contractor may be required to provide other key data and metrics to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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Department, including client-level demographic, performance, and service data.

- 12.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 12.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 12.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**13. Additional Terms**

**13.1. Impacts Resulting from Court Orders or Legislative Changes**

13.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**13.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

13.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**13.3. Credits and Copyright Ownership**

13.3.1. All documents, notices, press releases, research reports and other materials, prepared during or resulting from the performance of the services of the Agreement, that are publicly distributed, shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 13.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 13.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 13.3.3.1. Brochures.
  - 13.3.3.2. Resource directories.
  - 13.3.3.3. Protocols or guidelines.
  - 13.3.3.4. Posters.
  - 13.3.3.5. Reports.
- 13.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 13.4. Operation of Facilities: Compliance with Laws and Regulations
  - 13.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**14. Records**

- 14.1. The Contractor shall keep records that include, but are not limited to:
  - 14.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 14.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

14.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

14.1.4. Medical records on each patient/recipient of services.

14.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 72.29% General funds.
  - 1.2. 21.32%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, Assistance Listing Number 93.958, FAIN B09SM083987.
  - 1.3. 6.39% Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021; by the Centers for Disease Control and Prevention, Assistance Listing Number 93.354, FAIN NU90TP922144.
  
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective July 1, 2023, except for a) Contingency Funds described in Subsection 2.5 and b) Incentive Payments described in Subsection 2.6; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.3.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.3.1.1, Rate Table, which are rates set for the term of the contract.

**2.3.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI (Phases 1-3)	\$370.91	Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	Paid once per individual, per month, not to exceed nine (9) consecutive months.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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- 2.3.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #1, Scope of Services, which include:
- 2.3.2.1. CTI worker salaries and benefits;
  - 2.3.2.2. CTI supervisor salaries and benefits; and
  - 2.3.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.3.3. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.3.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1 over the term of the Agreement.
- 2.3.4. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1., and the actual amounts of expenses incurred.
  - 2.3.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.3.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.
- 2.3.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table<sup>s</sup> in

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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Subparagraph 2.3.1.1 have been met for each individual identified on the invoice.

- 2.3.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.3.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.4. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.4.1. Used to directly support the needs of the client when no other funds are available;
- 2.4.2. Used for one-time expenses tangible in nature;
- 2.4.3. Not disbursed as gift cards or gift certificates;
- 2.4.4. Directly allocable to the work performed under this Agreement;
- 2.4.5. Appropriate in amount and nature, as determined by the Department; and
- 2.4.6. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.5. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$50,000 for SFY 2024 and \$50,000 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:
- 2.5.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and
- 2.5.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1, and meet criteria as outlined by the Department at the time of application.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

2.6. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 1 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$221,525 for SFY 2024 and \$204,103 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

- 2.6.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and
- 2.6.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2025. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

2.6.3. **Table 1**

#	Incentive Payment Goal	Total Incentive Payments
1	For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments.	\$350 per individual
2	For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments.	\$500 per individual

2.6.4. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

2.6.5. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2024 through 2025; and/or seven (7) months of active participation and two (2) months of inactive participation.

2.6.6. The incentive target shall be available on:

- 2.6.6.1. A quarterly basis per SFY 2024 and SFY 2025, until the statewide total price limitation is reached each SFY; and based on:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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2.6.6.1.1. Data submitted by the Contractor via the Phoenix reporting system.

2.6.7. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
  - 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 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.

10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.

11. Audits

11.1. The Contractor must email an annual audit to: Denise.J.Daigneault@dhhs.nh.gov if **any** of the following conditions exist:

11.1.1. 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.

11.1.2. 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.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3. 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.

11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-3 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Monadnock Family Services

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2023 to 6/30/2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (specific details mandatory):	\$	\$	\$	\$	\$	\$	\$	\$	\$
Flex Funds (pre approval needed)	\$	4,000.00	\$	\$	\$	\$	\$	4,000.00	\$
Incentive Payments (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$
Per Diem Expenses	\$	184,906.00	\$	\$	\$	\$	\$	184,906.00	\$
Contingency Exp. (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>	\$	<b>188,906.00</b>	\$	\$	\$	\$	\$	<b>188,906.00</b>	\$

Indirect As A Percent of Direct 0.0%

Exhibit C-4 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Monadnock Family Services

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2024 to 6/30/2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$		\$			\$			\$
2. Employee Benefits	\$		\$			\$			\$
3. Consultants	\$		\$			\$			\$
4. Equipment:	\$		\$			\$			\$
Rental	\$		\$			\$			\$
Repair and Maintenance	\$		\$			\$			\$
Purchase/Depreciation	\$		\$			\$			\$
5. Supplies:	\$		\$			\$			\$
Educational	\$		\$			\$			\$
Lab	\$		\$			\$			\$
Pharmacy	\$		\$			\$			\$
Medical	\$		\$			\$			\$
Office	\$		\$			\$			\$
6. Travel	\$		\$			\$			\$
7. Occupancy	\$		\$			\$			\$
8. Current Expenses	\$		\$			\$			\$
Telephone	\$		\$			\$			\$
Postage	\$		\$			\$			\$
Subscriptions	\$		\$			\$			\$
Audit and Legal	\$		\$			\$			\$
Insurance	\$		\$			\$			\$
Board Expenses	\$		\$			\$			\$
9. Software - System Upgrade Funds	\$		\$			\$			\$
10. Marketing/Communications	\$		\$			\$			\$
11. Staff Education and Training	\$		\$			\$			\$
12. Subcontracts/Agreements	\$		\$			\$			\$
13. Other (specific details mandatory):	\$		\$			\$			\$
Flex Funds (pre approval needed)	\$	4,000.00	\$			\$			\$
Incentive Payments (pre approval needed)	\$		\$			\$			\$
Per Diem Expenses	\$	184,906.00	\$			\$			\$
Contingency Exp. ( pre approval needed)	\$		\$			\$			\$
<b>TOTAL</b>	\$	<b>188,906.00</b>	\$			\$			\$

Indirect As A Percent of Direct

0.0%

# 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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Sharon Howe Sharon 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

Sharon Howe  
Signature of Elected Officer  
Name: Sharon Howe  
Title: Secretary





## 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*

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## **MONADNOCK FAMILY SERVICES**

**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021  
AND  
INDEPENDENT AUDITORS' REPORT**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

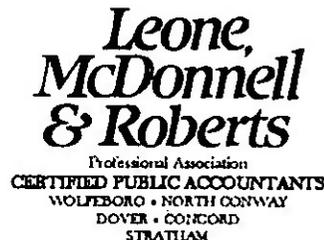
CERTIFIED PUBLIC ACCOUNTANTS

**MONADNOCK FAMILY SERVICES**

**JUNE 30, 2022 AND 2021**

**TABLE OF CONTENTS**

	<b><u>Page(s)</u></b>
Independent Auditors' Report	1 - 3
Financial Statements:	
Statements of Financial Position	4
Statement of Activities	5
Statement of Functional Expenses	6 - 8
Statements of Cash Flows	9
Notes to Financial Statements	10 - 20
Supplementary Information:	
Schedule of Functional Revenues	21 - 23



## **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**

	<b><u>2022</u></b>	<b><u>2021</u></b>
<b>CURRENT ASSETS</b>		
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	<u>5,182,639</u>	<u>3,420,112</u>
<b>PROPERTY</b>		
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	<u>649,021</u>	<u>563,810</u>
Property, net	<u>224,804</u>	<u>310,015</u>
<b>OTHER ASSETS</b>		
Interest in net assets of Foundation	1,684,137	1,969,784
Pledges receivable, less current portion shown above	225,091	-
Total other assets	<u>1,909,228</u>	<u>1,969,784</u>
Total assets	<u>\$ 7,316,671</u>	<u>\$ 5,699,911</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
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	<u>4,163,764</u>	<u>2,194,946</u>
<b>NET ASSETS</b>		
Without donor restrictions	2,900,279	3,211,715
With donor restrictions	252,628	293,250
Total net assets	<u>3,152,907</u>	<u>3,504,965</u>
Total liabilities and net assets	<u>\$ 7,316,671</u>	<u>\$ 5,699,911</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2022 Total</u>	<u>2021 Total</u>
<b>CHANGES IN NET ASSETS</b>				
<b>Revenues</b>				
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
<b>Total revenues</b>	<u>15,659,716</u>	<u>(40,622)</u>	<u>15,619,094</u>	<u>14,336,090</u>
<b>Expenses</b>				
<b>Program services</b>				
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
<b>Supporting activities</b>				
Administration	4,736,017	-	4,736,017	2,679,517
<b>Total expenses</b>	<u>15,971,152</u>	<u>-</u>	<u>15,971,152</u>	<u>13,434,042</u>
<b>CHANGES IN NET ASSETS</b>	(311,436)	(40,622)	(352,058)	902,048
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>3,211,715</u>	<u>293,250</u>	<u>3,504,965</u>	<u>2,602,917</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 2,900,279</u>	<u>\$ 252,628</u>	<u>\$ 3,152,907</u>	<u>\$ 3,504,965</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES**

Continued

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children &amp; Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
<b>PERSONNEL COSTS</b>						
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
<b>PROFESSIONAL FEES</b>						
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
<b>STAFF DEVELOPMENT AND TRAINING</b>						
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
<b>OCCUPANCY COSTS</b>						
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
<b>CONSUMABLE SUPPLIES</b>						
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
<b>DEPRECIATION</b>	875	1,931	164	211	47	-
<b>EQUIPMENT RENTAL</b>	3,552	7,733	567	821	-	-
<b>EQUIPMENT MAINTENANCE</b>	754	3,129	446	316	385	26
<b>ADVERTISING</b>	141	592	50	44	60	4
<b>PRINTING</b>	208	892	38	20	190	3
<b>TELEPHONE</b>	12,599	34,297	8,412	4,671	11,760	377
<b>POSTAGE</b>	449	1,374	175	139	156	2
<b>TRANSPORTATION</b>						
Staff	959	19,926	2,617	955	1,826	-
Clients	(544)	1,687	24	-	3,313	-
<b>ASSISTANCE TO INDIVIDUALS</b>						
Client services	1,344	7,362	-	50	-	-
<b>INSURANCE</b>						
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
<b>MEMBERSHIP DUES</b>	-	-	-	-	-	-
<b>INTEREST EXPENSE</b>	-	-	-	-	-	-
<b>CONTRIBUTION EXPENSE</b>	-	-	-	-	-	-
<b>OTHER</b>	240	1,687	114	85	168	12
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 1,148,434</u>	<u>\$ 2,871,814</u>	<u>\$ 540,375</u>	<u>\$ 323,816</u>	<u>\$ 918,934</u>	<u>\$ 35,971</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES**

Continued

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Vocational Services</u>	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>
<b>PERSONNEL COSTS</b>						
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
<b>PROFESSIONAL FEES</b>						
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
<b>STAFF DEVELOPMENT AND TRAINING</b>						
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
<b>OCCUPANCY COSTS</b>						
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
<b>CONSUMABLE SUPPLIES</b>						
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
<b>DEPRECIATION</b>	6	118	1,012	78	2	1
<b>EQUIPMENT RENTAL</b>	-	472	3,891	-	-	-
<b>EQUIPMENT MAINTENANCE</b>	65	88	1,016	827	446	6
<b>ADVERTISING</b>	10	22	211	76	41	1
<b>PRINTING</b>	42	46	467	93	43	16
<b>TELEPHONE</b>	2,394	2,425	30,685	17,468	4,045	148
<b>POSTAGE</b>	20	119	711	306	59	21
<b>TRANSPORTATION</b>						
Staff	1,460	928	11,807	8,267	488	-
Clients	20	37	1,310	983	120	-
<b>ASSISTANCE TO INDIVIDUALS</b>						
Client services	-	143,922	18,747	8,187	1,175	-
<b>INSURANCE</b>						
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
<b>MEMBERSHIP DUES</b>	-	-	-	-	-	-
<b>INTEREST EXPENSE</b>	-	-	-	-	-	-
<b>CONTRIBUTION EXPENSE</b>	-	-	-	-	-	-
<b>OTHER</b>	28	39	538	196,981	127	4
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 238,170</u>	<u>\$ 278,484</u>	<u>\$ 2,058,981</u>	<u>\$ 1,092,172</u>	<u>\$ 513,655</u>	<u>\$ 162,188</u>

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
<b>PERSONNEL COSTS</b>						
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
<b>PROFESSIONAL FEES</b>						
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
<b>STAFF DEVELOPMENT AND TRAINING</b>						
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
<b>OCCUPANCY COSTS</b>						
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
<b>CONSUMABLE SUPPLIES</b>						
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
<b>DEPRECIATION</b>						
	-	44,206	48,651	36,560	85,211	65,266
<b>EQUIPMENT RENTAL</b>						
	-	-	17,036	1,934	18,970	20,733
<b>EQUIPMENT MAINTENANCE</b>						
	17	2,625	10,146	27,383	37,529	33,524
<b>ADVERTISING</b>						
	2	16,994	18,248	9,571	27,819	13,040
<b>PRINTING</b>						
	1	13,354	15,413	895	16,308	5,650
<b>TELEPHONE</b>						
	10	8,840	138,131	19,075	157,206	164,796
<b>POSTAGE</b>						
	-	2,723	6,254	10,452	16,706	18,095
<b>TRANSPORTATION</b>						
Staff	-	1,005	50,238	2,172	52,410	38,589
Clients	-	26,473	33,423	1,377	34,800	35,522
<b>ASSISTANCE TO INDIVIDUALS</b>						
Client services	-	2,385	183,172	-	183,172	328,200
<b>INSURANCE</b>						
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
<b>MEMBERSHIP DUES</b>						
	789	300	1,089	2,510	3,599	3,389
<b>INTEREST EXPENSE</b>						
	-	-	-	95	95	71
<b>CONTRIBUTION EXPENSE</b>						
	-	-	-	2,866,081	2,866,081	1,300,000
<b>OTHER</b>						
	7	17,332	217,362	91,240	308,602	28,466
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 6,314</b>	<b>\$ 1,045,827</b>	<b>\$ 11,235,135</b>	<b>\$ 4,736,017</b>	<b>\$ 15,971,152</b>	<b>\$ 13,434,042</b>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
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
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>(414,942)</u>	<u>856,431</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Increase in due to affiliates, net	1,516,756	580,739
Property and equipment additions	-	(175,268)
<b>NET CASH PROVIDED BY INVESTING ACTIVITIES</b>	<u>1,516,756</u>	<u>405,471</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	1,101,814	1,261,902
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>2,866,873</u>	<u>1,604,971</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 3,968,687</u>	<u>\$ 2,866,873</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid for interest	<u>\$ 95</u>	<u>\$ 71</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

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.

**MONADNOCK FAMILY SERVICES****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021****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.

**MONADNOCK FAMILY SERVICES**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

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.

**MONADNOCK FAMILY SERVICES****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021****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:

<b><u>Expense</u></b>	<b><u>Method of allocation</u></b>
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.

**MONADNOCK FAMILY SERVICES**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

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.

**MONADNOCK FAMILY SERVICES****NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

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 AVAILABILITY**

The following represents the Organization's financial assets as of June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
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	<u>1,684,137</u>	<u>1,969,784</u>
 Total financial assets	 <u>\$ 6,984,184</u>	 <u>\$ 5,210,256</u>
 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	<u>1,684,137</u>	<u>1,969,784</u>
 Amounts not available within one year	 <u>2,161,856</u>	 <u>2,263,034</u>
 Financial assets available to meet general expenditures over the next twelve months	 <u>\$ 4,822,328</u>	 <u>\$ 2,947,222</u>

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.

**MONADNOCK FAMILY SERVICES****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021****4. PLEDGES RECEIVABLE**

Pledges receivable as of June 30, 2022 and 2021 consisted of the following:

	<u>2022</u>	<u>2021</u>
Due in less than one year	\$ 267,548	\$ -
Due in one to five years	<u>232,369</u>	<u>-</u>
Gross pledges receivable	499,917	-
Less:		
Discount to present value	<u>7,278</u>	<u>-</u>
Pledges receivable, net	<u>\$ 492,639</u>	<u>\$ -</u>

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.

**MONADNOCK FAMILY SERVICES****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED 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:

	<u>2022</u>	<u>2021</u>
Special Purpose Restrictions:		
Beneficial interest in Foundation	\$ 171,414	\$ 212,036
Restricted in Perpetuity:		
Beneficial interest in Foundation	<u>81,214</u>	<u>81,214</u>
Total net assets with donor restrictions	<u>\$ 252,628</u>	<u>\$ 293,250</u>

**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.

**MONADNOCK FAMILY SERVICES****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

The approximate future minimum lease payments on the above leases are as follows:

<b><u>Year Ending June 30</u></b>	<b><u>Amount</u></b>
2023	\$ 69,144
2024	69,144
2025	69,144
2026	69,144
2027	<u>63,382</u>
Total	<u>\$ 339,958</u>

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.

<b><u>Related Party</u></b>	<b><u>Function</u></b>
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.

**MONADNOCK FAMILY SERVICES**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

**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.

**MONADNOCK FAMILY SERVICES**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

**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.

**MONADNOCK FAMILY SERVICES**

Continued

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children &amp; Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
<b>Program fees:</b>						
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	-	-	-	-
<b>Program sales:</b>						
Service and production	-	150	-	-	-	-
<b>Public support:</b>						
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	-
<b>Federal funding:</b>						
Other federal grants	127,793	47,178	-	-	-	-
PATH	-	-	-	-	33,300	-
DHHS - Federal	-	-	-	-	-	-
<b>Rental income</b>						
<b>Net gain on beneficial interest in Foundation</b>						
Other	(262)	(213)	-	-	(6)	-
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ 1,130,675</b>	<b>\$ 4,973,656</b>	<b>\$ 709,312</b>	<b>\$ 174,038</b>	<b>\$ 475,460</b>	<b>\$ 61,611</b>

**MONADNOCK FAMILY SERVICES**

Continued

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Vocational Services</u>	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>
<b>Program fees:</b>						
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	-
<b>Program sales:</b>						
Service and production	-	-	-	-	-	-
<b>Public support:</b>						
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	-	-
<b>Federal funding:</b>						
Other federal grants	-	-	-	-	-	-
PATH	-	-	-	-	-	-
DHHS - Federal	-	-	-	-	-	-
<b>Rental income</b>	-	-	-	2,448	-	-
<b>Net gain on beneficial interest in Foundation</b>	-	-	-	-	-	-
<b>Other</b>	<u>(4)</u>	<u>1</u>	<u>(53)</u>	<u>-</u>	<u>(3)</u>	<u>-</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<u>\$ 93,145</u>	<u>\$ 292,797</u>	<u>\$ 3,228,973</u>	<u>\$ 899,204</u>	<u>\$ 841,096</u>	<u>\$ 390,740</u>

**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
<b>Program fees:</b>						
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
<b>Program sales:</b>						
Service and production	-	-	150	141,105	141,255	76,258
<b>Public support:</b>						
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
<b>Federal funding:</b>						
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
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ 10,635</b>	<b>\$ 900,712</b>	<b>\$14,182,054</b>	<b>\$ 1,437,040</b>	<b>\$15,619,094</b>	<b>\$14,336,090</b>

**MONADNOCK FAMILY SERVICES**  
**BOARD OF DIRECTORS**  
**TERMS**

**CHAIR**

Brian Donovan

2<sup>ND</sup> TERM FY 2020-2023  
1<sup>ST</sup> TERM FY 2017-2020

Glenn Galloway

1<sup>ST</sup> TERM FY 2021-2024

**VICE CHAIR**

Alfred John Santos

2<sup>ND</sup> TERM FY 2021-2024  
1<sup>ST</sup> TERM FY 2018-2021

Julie Green

2<sup>ND</sup> TERM FY 2021-2024  
1<sup>ST</sup> TERM FY 2018-2021

2nd time on BOD

**TREASURER**

John Round

3<sup>RD</sup> TERM FY 2021-2022  
2<sup>ND</sup> TERM FY 2018-2021  
1<sup>ST</sup> TERM FY 2015-2018

Christine Houston

2<sup>ND</sup> TERM FY 2021-2024  
1<sup>ST</sup> TERM FY 2018-2021

Karen Johnson

1<sup>ST</sup> TERM FY 2022-2025

**ASST SECRETARY**

Sharman Howe

2<sup>ND</sup> TERM FY 2021-2024  
1<sup>ST</sup> TERM FY 2018-2021

Bill Nickey

1<sup>ST</sup> TERM 2021 - 2024

Laurie Appel

2<sup>ND</sup> TERM FY 2022-2024  
1<sup>ST</sup> TERM FY 2019-2022

Andrew Parsley

1<sup>ST</sup> TERM FY 2021 - 2024

Reba Clough

1<sup>ST</sup> TERM FY 2020-2023

Joe Schapiro

1<sup>ST</sup> TERM FY 2020-2023

Lisa Foote

1<sup>ST</sup> TERM FY 2022-2025

Chris Sprague

1<sup>ST</sup> TERM FY 2022-2025

## Cynthia Lorette

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Dedicated professional with 9 years of experience in management on meeting company goals utilizing consistent and organized practices. Skilled in working under pressure and adapting to new situations, fostering interpersonal communication, time-management, and critical thinking skills to improve team building, business operations, and customer satisfaction

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### **Monadnock Family Services | Keene, NH** **CTI Transition Coach | March 2023 - Present**

- Partner with clients, community service providers, and other support connections to identify barriers enacting comprehensive plans for stability and safety in the community.
- Assist clients through a nine-month trajectory plan after discharge from an institutional setting.
- Report the progress of clients through intervention and transitioning into the community with tools learned and strengthened through the program with community resources.

### **University of Utah Health, Moran Eye Center | Salt Lake City, UT** **Patient Relations Specialist | August 2022 - September 2022**

- Demonstrated excellent communication skills while interacting with patients in an empathetic, confidential, professional manner using tact and diplomacy, resulting in a 92% customer satisfaction rate
- Completed patient admissions and registrations by reviewing accounts and other compliance-related documents, ensuring 100% accuracy
- Assisted patients with questions regarding insurance and verified patient benefits and eligibility

### **Amazon | West Jordan, UT** **Area Manager - Operations | April 2021 - November 2021**

- Led and developed a team of 55 direct reports, setting performance goals and objectives to achieve customer service excellence expectations, ensuring accuracy and quality
- Supported all safety programs per OSHA compliance, minimizing workplace accidents by 95% for direct reports and customers
- Proactively led process improvement initiatives and Lean tools, building, and executing productivity plans by reviewing work forecasts and production requirements and collaborating with other Area Managers to balance labor
- Communicated policies to associates and functioned as the primary information source for the team, supported compliance and consistency, and took corrective action when necessary
- Met one-on-one with associates, conducted monthly performance reviews, and supported recognition programs

### **Tapestry Family Services | Ukiah, CA** **Intern | December 2018 - April 2019**

- Attended required CHAT training of 40 hours treatment program for California child abuse training course in social work and families
- Received and completed California State Mandated Reporter of Certification required by family services
- Supported and completed training for management to receive day-to-day tasks and responsibilities during the internship

### **University of Arizona Global Campus | San Diego, CA** **Peer Mentor | October 2017 - December 2020**

- Monitored and assessed the progress of 20 students toward an academic, career, and therapeutic goals while documenting changes

- Educated students about added resources and student services while serving as a positive academic and social role model
- Presented and drafted various scheduling options for students to help distribute time for classes, extra work, and free time, increasing productivity by 60%
- Established a trusting relationship with the mentee by supporting professionalism and honoring confidentiality
- Supported 12 peers through one-on-one sessions, finding aspirations, setting goals, and working through challenges

#### **Gigi of Westport | Westport, CT**

##### **Day Spa Manager | October 2015 - May 2016**

- Maintained day-to-day operations such as performing audits and completing essential accounting functions involving payment collection while focusing on customer excellence for services, scheduling, consultations, and reconciliation
- Assisted in recruiting, improving employee performance, and client service standards, resulting in a revenue increase of 2%
- Collaborated with CEO, detecting cost savings opportunities resulting in a 5% reduction in expenses
- Analyzed and provided a comprehensive solution for merging three different in-house scheduling systems into one, with final vendor selection approvals

#### **Helens Salon and Spa-Bellevue, Kirkland | Seattle, WA**

##### **Spa Director | March 2013 - September 2015**

- Optimized spa operations in collaboration with the managers involving the daily opening and closing of 3 locations, maintaining product inventory, and monitoring the latest market trends
- Strengthened customer service by delivering holistic treatments and organic products and offering convenient online scheduling
- Drove recruiting process, employee onboarding, performance, and customer service standards increasing spa profits by 7%

#### **Elixir Med Spa | Westport, CT**

##### **Licensed Esthetician | August 2012 - March 2013**

- Assessed condition of clients' skin to make recommendations to improve skin quality.
- Welcomed clients arriving for appointments.
- Suggested appropriate therapy based on current health of client.
- Recommended retail products for at-home use.
- Conducted product inventory checks, charting, and consultation

### **Core Competencies**

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Good Judgement, Diplomacy, Problem-Solving, Decision-making, Time Management, Detailed oriented, Adaptable, Self-directed, Teamwork, Leadership, Empathetic, Microsoft Office, Google Suite, Slack, Epic, Office software applications, Managing Multiple Tasks, Productivity Performance, Tracking and Evaluation

### **Education/Certifications**

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**Master of Arts in Psychology**, Pepperdine University, 2019

**Bachelor of Arts in Psychology**, Ashford University, 2017

**Bachelor of Arts in Organizational Management**, Ashford University, 2017

**Esthetics**, Ogle School of Hair Design

# STEFANIE WORCESTER

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## PROFILE

Reliable and compassionate team member with great organizational skills. Strong communicator with keen perceptivity that allows me to develop possible solutions and suggestions to help clients and team members gain practical insight into their situations. Understanding of the importance of self-care while balancing the requirements of job responsibilities and tasks and well as solid understanding of the agency's mission and goals. Looking to advance my skills within the mental health profession, while proving teaching opportunities and guidance to team members.

## EXPERIENCE

2018 – PRESENT

### **CTI TRANSITION SUPERVISOR, Monadnock Family Services, Keene NH**

Oversee the CTI program, guide staff in following Fidelity of the program as well as coach individuals in goal setting, identify resources, assist in coordinating access to support and service, coach people to follow through on action steps and advocacy. Timely submission of required documentation. ANSA certified.

2001 – 2018

### **PROPERTY MANAGER, Keene Housing, Keene NH**

Multiple positions held within Keene Housing including: Youth Services Coordinator, Resident Services Coordinator, Section 8 Administrator, and Property Manager. Implemented the signing of new leases, lease enforcement, conducted inspections, and received rent collections. Streamlined the Reasonable Accommodation process in Boston Post. Advocacy for residents, goal setting, sharing resources, or making referrals. Maintained up to 226 tenant files and submitted reports to various entities in a timely fashion. Gathered statistical data, and facilitated various youth, parent or resident meetings. Supervision of AmeriCorps/Vista staff and Safety Net recipients. Assisted in the implementation of the Youth Safe Haven Mini Police Station and created procedures for the Youth Safe Haven Mini Police Station program. Assisted in the supervision of AmeriCorps / Vista Staff and Safety Net participants.

**FAMILY ADVOCATE, Southwestern Community Services, Keene NH** Maintained and updated records in caseload, conducted home visits, completed assessments, provided referrals, assisted with screenings.

## EDUCATION

September 2020 to present New England College, Henniker NH

Anticipated graduation: September 2022 with a Masters in Clinical Mental Health Counseling.

May 2000 **Franklin Pierce University, Keene NH**

**BA in Social Services with counseling track with 51 undergraduate credits in Criminal Justice**

**SKILLS**

Multidisciplinary Team Collaboration

Conflict Resolution

Scheduling

Care Planning

Goal Setting

Documentation

Case management

Organizational skills

Patient education

Decision making

Interdepartmental collaboration

Knowledge of various computer systems, including Microsoft Office and EMR

ANSA Certified

**HOBBIES**

Hiking

Kayaking

Photography

Contractor Name  
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Cynthia Lorrette	CTI Transition Coach	36,400
Stefanie Worcester	CTI Transition Supervisor	21,958

MAR24'22 AM11:06 RCVD

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Lori A. Shibanette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 8, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into new **Sole Source** contracts with the vendors listed in **bold** below, which includes the option to renew for two (2) years, and amend existing contracts to expand and continue providing Critical Time Intervention services, by exercising contract renewal options by increasing the total price limitation by \$3,252,100 from \$790,341 to \$4,042,441 and extending the completion dates of the existing contracts from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. 70% Federal Funds. 30% General Funds.

The original contracts were approved by Governor and Council as indicated in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approvals
<b>Behavioral Health &amp; Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County</b>	177278	Dover, Region 9	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
<b>The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health</b>	154112	Nashua, Region 6	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
<b>The Mental Health Center of Greater Manchester, Inc.</b>	177184	Manchester, Region 7	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)

*The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.*

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

West Central Services, Inc. DBA West Central Behavioral Health	177654	Lebanon, Region 2	\$129,135	\$218,386	\$347,521	O: 10/27/21, (Item #15)
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$0	\$349,487	\$349,487	New Sole Source
Northern Human Services	177222	Conway, Region 1	\$0	\$258,410	\$258,410	New Sole Source
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$0	\$440,564	\$440,564	New Sole Source
The Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$0	\$258,410	\$258,410	New Sole Source
Monadnock Family Services	177510	Keene, Region 5	\$0	\$258,410	\$258,410	New Sole Source
The Mental Health Center for Southern New Hampshire DBA Center for Life Management	174116	Derry, Region 10	\$0	\$349,487	\$349,487	New Sole Source
		<b>Total:</b>	<b>\$790,341</b>	<b>\$3,252,100</b>	<b>\$4,042,441</b>	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

A part of this request is **Sole Source** because the remaining six (6) of the ten (10) Community Mental Health Centers have been identified as being ready to implement the Critical Time Intervention program. The Community Mental Health Centers are designated by the Department to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule He-M 425.03.

Additionally, the original four (4) Community Mental Health Centers will continue providing Critical Time Intervention programming in order to continue addressing the needs of community

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

members transitioning out of inpatient behavioral health settings, with the goal of lowering readmission rates and thereby lowering readmission costs.

The purpose of this request is to ensure individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to New Hampshire Hospital and Designated Receiving Facilities, have intensive supports available that improve quality of life while mitigating readmission to psychiatric facilities. The Contractors will continue operationalizing Critical Time Intervention programs that provide intensive individual support services for individuals during the initial nine (9) months of discharge from inpatient behavioral health settings.

Approximately 900 individuals will be served during State Fiscal Years 2022 and 2023.

Critical Time Intervention is a time-limited and evidence-based practice that mobilizes community supports for vulnerable individuals during periods of transition. The Critical Time Intervention model facilitates community reintegration and continuity of care by ensuring an individual has enduring ties to their community and support systems in place.

The Contractors will continue working with the Department to establish policies relative to Critical Time Intervention programs. The Critical Time Intervention model is being introduced to the remaining six (6) Community Mental Health Centers and will ensure individuals, statewide, have access to services that support linkages to community supports and other personal supports during difficult transitions to the communities.

The Department will continue monitoring the Critical Time Intervention program by:

- Overseeing quality assurance activities and reviews of the Contractors operations to ensure compliance with the contractual objectives;
- Conducting recurring analysis of program fidelity and outcomes data; and
- Actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

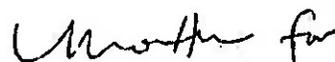
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the Department has the option to extend four (4) of the agreements for up to three (3) additional years. The Department is exercising its option to renew services for one (1) of the three (3) years available. For the six (6) new Sole Source contracts in this requested action, the Department has the option to extend the agreements for up the two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, the Department will continue to experience higher hospitalization rates, lengthier waitlists, and gaps in services that support successful reintegration of individuals into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #1B09SM083987

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shilbinette  
Commissioner

Attachment A  
Financial Details

05-95-92-920010-7877 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, OFFICE OF THE DIRECTOR (100% General Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	7,594.00	-	7,594.00
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<i>Subtotal</i>	7,594.00	78,987.00	86,581.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<i>Subtotal</i>	12,994.00	152,964.00	165,958.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<i>Subtotal</i>	12,994.00	152,964.00	165,958.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<i>Subtotal</i>	12,994.00	152,964.00	165,958.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051		-	-
2023	102-500731	Contracts for program services	92000051		115,976.00	115,976.00
			<i>Subtotal</i>		115,976.00	115,976.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051		-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<i>Subtotal</i>		78,987.00	78,987.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051		-	-
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<i>Subtotal</i>		152,964.00	152,964.00

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
2022	102-500731	Contracts for program services	92000051		-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<i>Subtotal</i>		78,987.00	78,987.00

Monadnock Family Services (Vendor Code 177150-B005)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	78,987.00	78,987.00
		<b>Subtotal</b>		-	78,987.00	78,987.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	115,976.00	115,976.00
		<b>Subtotal</b>		-	115,976.00	115,976.00

<b>Total</b>				<b>46,576.00</b>	<b>1,159,756.00</b>	<b>1,206,332.00</b>
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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)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	121,541.00	-	121,541.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
		<b>Subtotal</b>		121,541.00	73,995.00	195,536.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
		<b>Subtotal</b>		207,408.00	154,614.00	362,022.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
		<b>Subtotal</b>		207,408.00	154,614.00	362,022.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
		<b>Subtotal</b>		207,408.00	154,614.00	362,022.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
		<b>Subtotal</b>		-	168,107.00	168,107.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
		<b>Subtotal</b>		-	114,019.00	114,019.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget

Attachment A  
Financial Details

2022	074-500585	Grants for public assistance	92244120	-	67,582.00	67,582.00
2023	074-500585	Grants for public assistance	92244120		154,614.00	154,614.00
			<i>Subtotal</i>	-	222,196.00	222,196.00

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
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120		73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120		73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Center for Life Management (Vendor Code 174118-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120		114,304.00	114,304.00
			<i>Subtotal</i>	-	168,107.00	168,107.00

<b>Total</b>					<b>743,785.00</b>	<b>1,438,304.00</b>	<b>2,182,069.00</b>
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05-95-80-903510-2468 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: PUBLIC HEALTH DIV OF, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, PUBLIC HEALTH CRISIS RSP-ARP (100% Federal Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500		65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

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
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

Center for Life Management (Vendor Code 174118-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<b>Subtotal</b>	-	65,404.00	65,404.00

<b>Total</b>				-	654,040.00	654,040.00
<b>Grand Total</b>				790,341.00	3,252,100.00	4,042,441.00

Subject: Operationalization of the Critical Time Intervention Phase Two (SS-2022-DBH-07-OPERA-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

#### I. 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 Keene, NH 03431	
1.5 Contractor Phone Number (603) 357-4400	1.6 Account Number 05-95-92-922010-41200000; 05-95-92-920010-78770000; 05-95-90-903510-24680000	1.7 Completion Date June 30, 2023	1.8 Price Limitation 258,410
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Phil Wyzik</i> Date: 3/1/2022		1.12 Name and Title of Contractor Signatory Phil Wyzik CEO	
1.13 State Agency Signature DocuSigned by: <i>Katja S. Fox</i> Date: 3/8/2022		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: <i>Rolyn Annino</i> On: 3/8/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire; any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**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

Contractor Initials  
Date

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3/1/2022

Contractor, or subcontractors, including but not limited to the negligence; reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Phase Two  
EXHIBIT A**

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and 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.

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 5 for individuals who:
  - 1.2.1. Are discharged from inpatient behavioral health settings;
  - 1.2.2. Are not receiving ACT services;
  - 1.2.3. Agree to receiving CTI program services;
  - 1.2.4. Are returning to Region 5; and
  - 1.2.5. Are 18 years or older.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 1.8.2. Progress; and
- 1.8.3. Opportunities.
- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:
  - 1.9.1. Applicable EHR modifications are fully functional by July of 2022 with a submission of test data at the request of the Department; and
  - 1.9.2. The EHR has capacity to capture information regarding:
    - 1.9.2.1. Referrals;
    - 1.9.2.2. Discharge;
    - 1.9.2.3. Assessments;
    - 1.9.2.4. Care plans;
    - 1.9.2.5. All interactions between CTI program and the individual;
    - 1.9.2.6. Hospitalizations; and
    - 1.9.2.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.11. The Contractor shall document in the EHR all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
  - 1.12.2. Community Mental Health Centers, statewide.
  - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.12.4. Landlords.
  - 1.12.5. Local Businesses.
  - 1.12.6. Community Action Program agencies.
  - 1.12.7. Peer Support Agencies.
  - 1.12.8. Educational Institutions.
  - 1.12.9. Public Assistance Agencies.
  - 1.12.10. Local Welfare Offices.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 1.12.11. Public Health Departments.
- 1.12.12. Transportation providers.
- 1.12.13. Places of worship.
- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services; and
  - 1.13.2. Engage in a pre-CTI meeting with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
  - 1.14.1. Review the individual's treatment history;
  - 1.14.2. Identify existing community supports; and
  - 1.14.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
    - 1.14.3.1. Income.
    - 1.14.3.2. Access to health care, including:
      - 1.14.3.2.1. Health care services;
      - 1.14.3.2.2. Mental health services;
      - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services; and
      - 1.14.3.2.4. Insurance coverage.
    - 1.14.3.3. Diet and exercise.
    - 1.14.3.4. Education.
    - 1.14.3.5. Employment.
    - 1.14.3.6. Family and social supports.
    - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:

- 1.15.1. Documenting the individual's recovery and transition goals;
- 1.15.2. Identifying supports and services to assist the individual with transition back into the community;
- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
  - 1.15.3.1. Housing supports.
  - 1.15.3.2. Mental health services.
  - 1.15.3.3. Primary care health services.
  - 1.15.3.4. Transportation supports.
  - 1.15.3.5. Child care supports.
  - 1.15.3.6. Educational programs and supports.
  - 1.15.3.7. Employment supports.
  - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.17.1. Access to emergency department visits.
  - 1.17.2. Access to inpatient services to resolve crisis as they arise.
  - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

**2. Phase One (1) CTI Services**

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 2.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 2.2.1.1. Health care appointments.
    - 2.2.1.2. Mental health appointments.
    - 2.2.1.3. Recovery and substance use treatment sessions.
    - 2.2.1.4. Dental appointments.
    - 2.2.1.5. Other appointments relative to life skills.
  - 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 2.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**3. Phase Two (2) CTI Services**

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall reassess the individual's needs and update the Phase Plan, as needed.
- 3.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 3.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 3.3.2. Assisting with self-advocacy.
- 3.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 3.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 3.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 3.7.1. Faith and/or spiritual programs.
  - 3.7.2. Physical fitness programs.
  - 3.7.3. Social clubs.
  - 3.7.4. Creative art programming.
  - 3.7.5. Education.
  - 3.7.6. Employment.
- 3.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**4. Phase Three (3) CTI Services**

- 4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 4.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 4.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 4.3.1. Developing a long-term plan to:
    - 4.3.1.1. Manage their support network independently; and
    - 4.3.1.2. Achieve recovery goals that remain outstanding.
- 4.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.5. The Contractor shall facilitate a final meeting with the individual to:
  - 4.5.1. Acknowledge achievements over the past 9 months; and
  - 4.5.2. Ensure the individual can function independently with their support network.
- 4.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 4.6.1. The individual's recovery and transition goals;
- 4.6.2. The steps the individual made that indicate their ability to manage their support network independently;
- 4.6.3. The individual's experience in CTI;
- 4.6.4. Initial Risk Assessment;
- 4.6.5. Barriers to the Intervention; and
- 4.6.6. Summarize CTI Intervention.

**5. CTI Supervisory Scope of Work**

- 5.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 5.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 5.2.1. Weekly documentation on required forms that include the:
    - 5.2.1.1. Weighted caseload tracker;
    - 5.2.1.2. Phase date form; and
    - 5.2.1.3. CTI Team Supervision form; and
  - 5.2.2. CTI worker's fidelity efforts; and
  - 5.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 5.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**6. Flexible Needs**

- 6.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 6.1.1. Groceries.
  - 6.1.2. Transportation.
  - 6.1.3. Childcare.
  - 6.1.4. Short-term housing costs, such as security deposits or utility bills.
  - 6.1.5. Clothing appropriate for cold weather, job interviews, or work.
  - 6.1.6. Other uses pre-approved in writing by the Department.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**7. Staffing**

- 7.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 7.1.1. Two (2) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 7.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 7.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:
  - 7.2.1. Obtain and verify a minimum of two (2) references for the individual;
  - 7.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
  - 7.2.3. Complete a criminal records check to ensure that the individual has no history of:
    - 7.2.3.1. Felony conviction; or
    - 7.2.3.2. Any misdemeanor conviction involving:
      - 7.2.3.2.1. Physical or sexual assault;
      - 7.2.3.2.2. Violence;
      - 7.2.3.2.3. Exploitation;
      - 7.2.3.2.4. Child pornography;
      - 7.2.3.2.5. Threatening or reckless conduct;
      - 7.2.3.2.6. Theft;
      - 7.2.3.2.7. Driving under the influence of drugs or alcohol; or
      - 7.2.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
  - 7.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:
    - 7.2.4.1. The individual's name is on the BEAS state registry;
    - 7.2.4.2. The individual has a record of a felony conviction; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 7.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 7.2.3.2.
- 7.3. The Contractor shall ensure all CTI staff:
  - 7.3.1. Complete the CTI model training; and
  - 7.3.2. Attend regular Community of Practice (CoP) meetings.
- 7.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 7.4.1. A two (2) day CTI worker training;
  - 7.4.2. A one (1) day CTI supervisor training;
  - 7.4.3. A two (2) day Train-the-Trainer training;
  - 7.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 7.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 7.4.5.1. Motivational Interviewing.
    - 7.4.5.2. Harm reduction.
    - 7.4.5.3. Trauma Informed Care.
    - 7.4.5.4. Setting boundaries.

**8. Exhibits Incorporated**

- 8.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**9. Reporting Requirements**

- 9.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 9.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

Department. The Contractor shall ensure the reporting includes, but is not limited to:

- 9.2.1. Implementation milestones that include but are not limited to:
  - 9.2.1.1. Hiring, onboarding, and training of staff.
  - 9.2.1.2. The development of a discharge process with New Hampshire Hospital and other DRF's.
  - 9.2.1.3. Open enrollment.
  - 9.2.1.4. Community engagement activities for individual resource development.
  - 9.2.1.5. Training of CMHC clinical staff on the CTI Program.
  - 9.2.1.6. The development of an internal process for communication and coordination between agency services.
  - 9.2.1.7. CTI program improvement efforts.
  - 9.2.1.8. CTI implementation fidelity self-Assessment outcomes.
  - 9.2.1.9. Barriers, challenges, and highlights.

9.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15th) day of the following month.

9.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**10. Operationalization Measures**

- 10.1. The Department will monitor the contracted services by:
  - 10.1.1. Meeting with the Contractor to determine whether:
    - 10.1.1.1. Implementation milestones have been met;
    - 10.1.1.2. Staffing requirements have been met; and
    - 10.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 10.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 10.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
- 10.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 10.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 10.2.1. Barriers to progress, as identified by the Department.
  - 10.2.2. Action taken to date to address barriers.
  - 10.2.3. Future action to address barriers, with timeframes.
  - 10.2.4. Action taken to date to make progress.
  - 10.2.5. Future action to make progress, with timeframes.
- 10.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 10.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 10.4.1. Operational workflows;
  - 10.4.2. CTI policies and procedures;
  - 10.4.3. Encounter notes on required forms; and
  - 10.4.4. Phoenix data entry.
- 10.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 10.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 10.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 10.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**11. Additional Terms**

**11.1. Impacts Resulting from Court Orders or Legislative Changes**

11.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**11.3. Credits and Copyright Ownership**

11.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

11.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

11.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

11.3.3.1. Brochures.

11.3.3.2. Resource directories.

11.3.3.3. Protocols or guidelines.

11.3.3.4. Posters.

11.3.3.5. Reports.

11.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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**11.4. Operation of Facilities: Compliance with Laws and Regulations**

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**12. Records**

12.1. The Contractor shall keep records that include, but are not limited to:

12.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

12.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

12.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

12.1.4. Medical records on each patient/recipient of services.

12.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
**EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
  - 1.1. 44.12%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN 1B09SM083987.
  - 1.2. 25.31%, Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.354, FAIN NU90TP922144.
  - 1.3. 30.57% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective upon approval of the contract through June 30, 2022, payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, which shall not exceed the approved line items specified in Exhibit C-1, Budget.
  - 2.4. Effective July 1, 2022, except for a) Incentive Payments described in Section 3; b) Flexible Funds described in Section 6; and c) Contingency Funds described in Section 7; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.4.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.4.1.1, Rate Table, which are rates set for the term of the contract.

**2.4.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI	\$370.91	Minimum of two (2) encounters with the individual, in-person or	Paid once per <i>PW</i>

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

(Phases 1-3)	virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	individual, per month, not to exceed nine (9) consecutive months.
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- 2.4.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B, Scope of Services, which include:
  - 2.4.2.1. CTI worker salaries and benefits;
  - 2.4.2.2. CTI supervisor salaries and benefits; and
  - 2.4.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.4.3. If the actual costs incurred for providing services in Exhibit B, Scope of Services exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
  - 2.4.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.4.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-2, Budget over the term of the Agreement.
- 2.4.4. If the actual costs incurred for providing services in Exhibit B, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
  - 2.4.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1., and the actual amounts of expenses incurred.
  - 2.4.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.4.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

- 2.4.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table in Subparagraph 2.4.1.1 have been met for each individual identified on the invoice.
- 2.4.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.4.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.5. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-2, Budget. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.5.1. Used to directly support the needs of the client when no other funds are not available;
  - 2.5.2. Used for one-time expenses tangible in nature;
  - 2.5.3. Directly allocable to the work performed under this Agreement;
  - 2.5.4. Appropriate in amount and nature, as determined by the Department; and
  - 2.5.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.6. The Contractor shall be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement, at the Department's discretion. The Contractor shall:
- 2.6.1. Obtain pre-approval for the expenses from the Department via a form of submission satisfactory to the Department with applicable justifications; and
  - 2.6.2. Ensure requests for Contingency Payments, based on extraordinary costs, do not exceed the contingency expenses line item defined in Exhibit C-2, Budget.
- 2.7. Effective July 1, 2022, the Contractor shall be eligible to receive an incentive payment in an amount not to exceed 5% of their invoicing of the per diem expense line item defined in Exhibit C-2, Budget. The Contractor shall be eligible for the incentive payment if the average graduation rate across all CTI clients enrolled during State Fiscal Year

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

2023 is demonstrated to be equal to or greater than 75%. For the purposes of this Subsection 2.7.:

- 2.7.1. "Graduated" for this incentive payment shall mean a CTI client that enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Year 2023;
  - 2.7.2. "Enrolled" for this incentive payment shall mean any individual, discharged from a qualifying Designated Receiving Facility (DRF) or New Hampshire Hospital, that entered Phase 1 of the CTI program upon their discharge, which does not include individuals who participate in Pre-CTI, but do not enter Phase 1; and
  - 2.7.3. The incentive target shall be calculated based on:
    - 2.7.3.1. Data submitted by the Contractor via the Phoenix reporting system; and
    - 2.7.3.2. The calculation of the total number of graduated CTI clients during the State Fiscal Year 2023 divided by the total number of CTI clients enrolled into Phase 1 and eligible to graduate during State Fiscal Year 2023.
3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
- 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 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.
  - 10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.
11. Audits
  - 11.1. The Contractor must email an annual audit to: [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 11.1.1. 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.
    - 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

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- 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 11.3. 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.
- 11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Monadnock Family Services

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: State Fiscal Year 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHR's contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 20,709.00	\$ 4,701.00	\$ 25,410.00	\$ -	\$ -	\$ -	\$ 20,709.00	\$ 4,701.00	\$ 25,410.00
2. Employee Benefits	\$ 5,798.00	\$ 1,316.00	\$ 7,114.00	\$ -	\$ -	\$ -	\$ 5,798.00	\$ 1,316.00	\$ 7,114.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - System Upgrade Funds	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details in narrative)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Incentive Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruiting and Hiring Costs	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 3,750.00	\$ -	\$ 3,750.00
TOTAL	\$ 34,807.00	\$ 6,817.00	\$ 48,824.00	\$ -	\$ -	\$ -	\$ 34,807.00	\$ 6,817.00	\$ 48,824.00

Indirect As A Percent of Direct 17.7%

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: Monardnock Family Services

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2022 to 6/30/2023

Line Item	Total Program Cost				Contractor Share / Match				Funded by DHHS contract share			
	Direct	Indirect	Total	Share	Match	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$		\$		\$		\$		\$		\$	
2. Employee Benefits	\$		\$		\$		\$		\$		\$	
3. Consultants	\$		\$		\$		\$		\$		\$	
4. Equipment	\$		\$		\$		\$		\$		\$	
Rental	\$		\$		\$		\$		\$		\$	
Repair and Maintenance	\$		\$		\$		\$		\$		\$	
Purchase/Depreciation	\$		\$		\$		\$		\$		\$	
5. Supplies	\$		\$		\$		\$		\$		\$	
Educational	\$		\$		\$		\$		\$		\$	
Lab	\$		\$		\$		\$		\$		\$	
Pharmacy	\$		\$		\$		\$		\$		\$	
Medical	\$		\$		\$		\$		\$		\$	
Office	\$		\$		\$		\$		\$		\$	
6. Travel	\$		\$		\$		\$		\$		\$	
7. Occupancy	\$		\$		\$		\$		\$		\$	
8. Current Expenses	\$		\$		\$		\$		\$		\$	
Telephone	\$		\$		\$		\$		\$		\$	
Postage	\$		\$		\$		\$		\$		\$	
Subscriptions	\$		\$		\$		\$		\$		\$	
Audit and Legal	\$		\$		\$		\$		\$		\$	
Insurance	\$		\$		\$		\$		\$		\$	
Board Expenses	\$		\$		\$		\$		\$		\$	
9. Software - System Upgrade Funds	\$		\$		\$		\$		\$		\$	
10. Marketing/Communications	\$		\$		\$		\$		\$		\$	
11. Staff Education and Training	\$		\$		\$		\$		\$		\$	
12. Subcontract/Agreements	\$		\$		\$		\$		\$		\$	
13. Other (specific details mandatory)	\$		\$		\$		\$		\$		\$	
Flat Funds	\$	4,000.00	\$	4,000.00	\$		\$		\$	4,000.00	\$	4,000.00
Incentive Payments	\$	9,245.00	\$	9,245.00	\$		\$		\$	9,245.00	\$	9,245.00
Per Diem Expenses	\$	195,141.00	\$	195,141.00	\$		\$		\$	195,141.00	\$	195,141.00
Contingency Expenses	\$	10,000.00	\$	10,000.00	\$		\$		\$	10,000.00	\$	10,000.00
TOTAL	\$	218,386.00	\$	218,386.00	\$		\$		\$	218,386.00	\$	218,386.00
Indirect As A Percent of Direct			0.0%									

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

3/1/2022

Date

DocuSigned by:

Name: Paul Wyzik

Title: CEO

Vendor Initials   
Date 3/1/2022

New Hampshire Department of Health and Human Services  
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

3/1/2022

Date

DocuSigned by:

*Phil Wyzik*

Name: Phil Wyzik

Title: CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

*PW*

Date 3/1/2022

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*PW*

New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

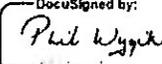
LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3/1/2022

Date

DocuSigned by:  
  
 Name: Phil Wyzik  
 Title: CEO

Contractor Initials   
 Date 3/1/2022

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

DS  
PW

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:

3/1/2022

Date

DocuSigned by:

*Phil Wyzik*

Name: Phil Wyzik

Title: CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

DS  
PW

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:

3/1/2022

Date

DocuSigned by:

*Phil Wyzik*

Name: Phil Wyzik

Title: CEO

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials     PW    

Date 3/1/2022



**New Hampshire Department of Health and Human Services**

**Exhibit I**

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials                     

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials                     

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate possesses

3/2014

Contractor Initials

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Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials PW

Date 3/1/2022

New Hampshire Department of Health and Human Services



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

Monadnock Family Services

The State by:

Name of the Contractor

*Katja S. Fox*

*Phil Wyzik*

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Phil Wyzik

Name of Authorized Representative  
Director

Name of Authorized Representative

CEO

Title of Authorized Representative

Title of Authorized Representative

3/8/2022

3/1/2022

Date

Date

Contractor Initials *PW*

Date 3/1/2022

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #) ...
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3/1/2022

Date

DocuSigned by:

*Phil Wyztk*

Name: PHIL WYZTK

Title: CEO

Contractor Initials   
Date 3/1/2022

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073966699
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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**New Hampshire Department of Health and Human Services**  
**Exhibit K**  
**DHHS Information Security Requirements**



7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any State of New Hampshire Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the Confidential Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. §.552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

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New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - e. limit disclosure of the Confidential Information to the extent permitted by law.
  - f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
  - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer: [DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov)
- B. DHHS Security Officer: [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)

Contractor Initials

Date 3/14/2022

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Operationalization of the Critical Time Intervention Pilot Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center for Southern New Hampshire DBA Center for Life Management ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 6, 2022, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Exhibit A, Revisions to Form P-37, General Provisions, Section 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,441,831
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B, Amendment #1, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C Amendment #1, Payment Terms, in order to align payment schedules with program requirements, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/22/2023

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

The Mental Health Center for Southern New Hampshire  
DBA Center for Life Management

5/22/2023

Date

DocuSigned by:

Vic Topo

Name: Vic Topo

Title: ceo

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/24/2023

Date

DocuSigned by:  
*Robyn Guarino*  
746734944041460...  
Name: Robyn Guarino  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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**Scope of Services**

**1. Statement of Work – All Regions**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning back into their community from:
  - 1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and
  - 1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 10 for individuals who meet criteria as they relate to the transition, as determined by the Department.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews, and revise policies and procedures as identified by the Contractor, and as mutually agreed upon by the Contractor and the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;
  - 1.8.2. Progress; and
  - 1.8.3. Opportunities.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure the EHR has capacity to capture information regarding:
  - 1.9.1. Referrals;
  - 1.9.2. Discharge;
  - 1.9.3. Assessments;
  - 1.9.4. Care plans;
  - 1.9.5. All interactions between CTI program and the individual;
  - 1.9.6. Hospitalizations; and
  - 1.9.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall participate in continuous quality improvement exercises to ensure the accuracy, completeness, and timely submission of CTI data to the Department.
- 1.11. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.12. The Contractor shall document the EHR with all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.13. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.13.1. New Hampshire Hospital and all of the DRFs, statewide.
  - 1.13.2. Community Mental Health Centers, statewide.
  - 1.13.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.13.4. Landlords.
  - 1.13.5. Local Businesses.
  - 1.13.6. Community Action Program agencies.
  - 1.13.7. Peer Support Agencies.
  - 1.13.8. Educational Institutions.
  - 1.13.9. Public Assistance Agencies.
  - 1.13.10. Local Welfare Offices.
  - 1.13.11. Public Health Departments.
  - 1.13.12. Transportation providers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 1.13.13. Churches.
- 1.13.14. Refugee associations.
- 1.13.15. Health clubs.
- 1.13.16. Other social support organizations.
- 1.14. The Contractor shall take all necessary action to support the individual with connecting to the community support providers identified in the discharge plan.
- 1.15. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.15.1. Emergency Department visits.
  - 1.15.2. Inpatient services to resolve crisis as they arise.
  - 1.15.3. Supplementary crisis programs, as needed and determined by the Contractor.
  - 1.15.4. Rapid Response.
- 1.16. If an individual experiences a re-admittance, and is no longer able to participate in CTI, the Contractor shall ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

**2. Pre-CTI Services**

- 2.1. The Contractor shall provide Pre-CTI supports and services for the period after an individual is referred, and before that individual is discharged from an inpatient behavioral health setting. The Contractor shall ensure:
  - 2.1.1. Individuals meet the current referral criteria as approved by the Department.
- 2.2. During the Pre-CTI phase, the Contractor shall obtain consent from the individual to participate in the CTI program.
- 2.3. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 2.3.1. Schedule an appointment with the individual within one (1) business day of receiving a referral for services; and
  - 2.3.2. Meet with the individual as often as needed to:
    - 2.3.2.1. Assess their needs; and
    - 2.3.2.2. Develop a CTI Phase Plan that supports a successful discharge.
- 2.4. The Contractor shall conduct an assessment of the individual's needs using

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

tools pre-approved by the Department, to:

- 2.4.1. Review the individual's treatment history;
- 2.4.2. Identify existing community supports; and
- 2.4.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
  - 2.4.3.1. Income.
  - 2.4.3.2. Access to health care, including:
    - 2.4.3.2.1. Health care services;
    - 2.4.3.2.2. Mental health services;
    - 2.4.3.2.3. Substance Use Disorder and Recovery Support Services; and
    - 2.4.3.2.4. Insurance coverage.
  - 2.4.3.3. Diet and exercise.
  - 2.4.3.4. Education.
  - 2.4.3.5. Employment.
  - 2.4.3.6. Family and social supports.
  - 2.4.3.7. Housing arrangements.
- 2.5. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:
  - 2.5.1. Documenting the individual's recovery and transition goals;
  - 2.5.2. Identifying supports and services to assist the individual with transition back into the community;
  - 2.5.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
    - 2.5.3.1. Housing supports.
    - 2.5.3.2. Mental health services.
    - 2.5.3.3. Primary care health services.
    - 2.5.3.4. Transportation supports.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 2.5.3.5. Child care supports.
- 2.5.3.6. Educational programs and supports.
- 2.5.3.7. Employment supports.
- 2.5.3.8. Family, friends, and peers.
- 2.5.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 2.5.5. Identifying barriers to success; and
- 2.5.6. Providing assistance with barrier resolution.

**3. Phase One (1) CTI Services**

- 3.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 3.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 3.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 3.2.1.1. Health care appointments.
    - 3.2.1.2. Mental health appointments.
    - 3.2.1.3. Recovery and substance use treatment sessions.
    - 3.2.1.4. Dental appointments.
    - 3.2.1.5. Other appointments relative to life skills.
  - 3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 3.2.4. Attending meetings or appointments as requested by the individual.
- 3.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 3.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**4. Phase Two (2) CTI Services**

- 4.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 4.2. The Contractor shall reassess the individual's needs and update the Phase Plan.
- 4.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 4.3.2. Assisting with self-advocacy.
- 4.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.
- 4.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 4.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 4.7.1. Faith and/or spiritual programs.
  - 4.7.2. Physical fitness programs.
  - 4.7.3. Social clubs.
  - 4.7.4. Creative art programming.
  - 4.7.5. Education.
  - 4.7.6. Employment.
- 4.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**5. Phase Three (3) CTI Services**

- 5.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 5.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 5.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 5.3.1. Developing a long-term plan to:
    - 5.3.1.1. Manage their support network independently; and

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 5.3.1.2. Achieve recovery goals that remain outstanding..
- 5.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 5.5. The Contractor shall facilitate a final meeting with the individual to:
  - 5.5.1. Acknowledge achievements over the past 9 months; and
  - 5.5.2. Ensure the individual can function independently with their support network.
- 5.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:
  - 5.6.1. The individual's recovery and transition goals;
  - 5.6.2. The steps the individual made that indicate their ability to manage their support network independently;
  - 5.6.3. The individual's experience in CTI;
  - 5.6.4. Initial Risk Assessment;
  - 5.6.5. Barriers to the Intervention; and
  - 5.6.6. A summary of the CTI Intervention.

**6. CTI Program Inactive, Reactivated and Closed Statuses**

- 6.1. The Contractor shall maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:
  - 6.1.1. Inactive Status
    - 6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement [defined as at least two (2) attempts by phone or in-person per week] for three (3) weeks occurs, the individual shall be considered inactive.
    - 6.1.1.2. The CTI Coach shall notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.
    - 6.1.1.3. The CTI Supervisor shall:
      - 6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;
      - 6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close<sup>es</sup> the

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

case at the completion of nine (9) months [defined as from the day of initial discharge]; and

6.1.1.3.3. Note the individual did not complete the program in the EHR.

6.1.2. Reactivated Status

6.1.2.1. An individual shall be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

6.1.2.2. Once the individual is reactivated, the CTI Supervisor shall reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

6.1.2.3. The reactivated individual shall continue the CTI program according to the initial 9-month timeline based on their date of discharge.

6.1.2.4. The CTI Coach shall update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

6.1.2.5. The individual shall be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

6.1.3. Closed Status

6.1.3.1. An individual shall be considered closed if the individual:

6.1.3.1.1. Moved out of state, or the catchment area;

6.1.3.1.2. Passed away;

6.1.3.1.3. Declines participation in CTI following initial engagement;

6.1.3.1.4. Is hospitalized for an extended period of time as determined by the Contractor;

6.1.3.1.5. Transferred to an Assertive Community Treatment (ACT) Team;

6.1.3.1.6. Is incarcerated; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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6.1.3.1.7. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's client closing policy.

6.1.3.2. The CTI Coach shall update the EHR to indicate the closed status.

6.1.3.3. The CTI Supervisor shall remove the individual from the CTI Coach's caseload.

6.1.3.4. If the individual becomes eligible for CTI again, the Contractor shall ensure they are allowed to receive the service.

**7. CTI Supervisory Scope of Work**

7.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

7.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:

7.2.1. Weekly documentation on required forms that include the:

7.2.1.1. Weighted caseload tracker;

7.2.1.2. Phase date form; and

7.2.1.3. CTI Team Supervision form; and

7.2.2. CTI worker's fidelity efforts; and

7.2.3. CTI worker's barriers to securing community services and supports for CTI participants.

7.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**8. Flexible Needs**

8.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:

8.1.1. Groceries.

8.1.2. Transportation.

8.1.3. Childcare.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

- 8.1.4. Short-term housing costs, such as security deposits or utility bills.
- 8.1.5. Clothing appropriate for cold weather, job interviews, or work.
- 8.1.6. Other uses pre-approved in writing by the Department.

**9. Staffing**

- 9.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 9.1.1. Three (3) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 9.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 9.2. 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.
- 9.3. The Contractor shall ensure all CTI staff:
  - 9.3.1. Complete the CTI model training; and
  - 9.3.2. Attend regular Community of Practice (CoP) meetings.
- 9.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 9.4.1. A two (2) day CTI worker training;
  - 9.4.2. A one (1) day CTI supervisor training;
  - 9.4.3. A two (2) day Train-the-Trainer training;
  - 9.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 9.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 9.4.5.1. Motivational Interviewing.
    - 9.4.5.2. Harm reduction.
    - 9.4.5.3. Trauma Informed Care.
    - 9.4.5.4. Setting boundaries.

**10. Exhibits Incorporated**

- 10.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

---

has been executed by the parties.

- 10.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 10.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**11. Reporting Requirements**

- 11.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 11.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the Department. The Contractor shall ensure the reporting includes, but is not limited to:
  - 11.2.1. Implementation milestones that include but are not limited to:
    - 11.2.1.1. Hiring, onboarding, and training of staff.
    - 11.2.1.2. The development of a discharge process with New Hampshire Hospital and the DRFs.
    - 11.2.1.3. Open enrollment.
    - 11.2.1.4. Community engagement activities for individual resource development.
    - 11.2.1.5. Training of CMHC clinical staff on the CTI Program.
    - 11.2.1.6. The development of an internal process for communication and coordination between agency services.
    - 11.2.1.7. CTI program improvement efforts.
    - 11.2.1.8. CTI implementation fidelity self-Assessment outcomes.
    - 11.2.1.9. Barriers, challenges, and highlights.
- 11.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15<sup>th</sup>) day of the following month.
- 11.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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**12. Operationalization Measures**

- 12.1. The Department will monitor the contracted services by:
  - 12.1.1. Meeting with the Contractor to determine whether:
    - 12.1.1.1. Implementation milestones have been met;
    - 12.1.1.2. Staffing requirements have been met; and
    - 12.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 12.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;
  - 12.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
  - 12.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 12.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 12.2.1. Barriers to progress, as identified by the Department.
  - 12.2.2. Action taken to date to address barriers.
  - 12.2.3. Future action to address barriers, with timeframes.
  - 12.2.4. Action taken to date to make progress.
  - 12.2.5. Future action to make progress, with timeframes.
- 12.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 12.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 12.4.1. Operational workflows;
  - 12.4.2. CTI policies and procedures;
  - 12.4.3. Encounter notes on required forms; and
  - 12.4.4. Phoenix data entry.
- 12.5. The Contractor may be required to provide other key data and metrics to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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Department, including client-level demographic, performance, and service data.

- 12.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 12.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 12.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**13. Additional Terms**

**13.1. Impacts Resulting from Court Orders or Legislative Changes**

13.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**13.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

13.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**13.3. Credits and Copyright Ownership**

13.3.1. All documents, notices, press releases, research reports and other materials, prepared during or resulting from the performance of the services of the Agreement, that are publicly distributed, shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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- 13.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 13.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 13.3.3.1. Brochures.
  - 13.3.3.2. Resource directories.
  - 13.3.3.3. Protocols or guidelines.
  - 13.3.3.4. Posters.
  - 13.3.3.5. Reports.
- 13.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 13.4. Operation of Facilities: Compliance with Laws and Regulations
  - 13.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**14. Records**

- 14.1. The Contractor shall keep records that include, but are not limited to:
  - 14.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 14.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B, Amendment #1**

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Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

14.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

14.1.4. Medical records on each patient/recipient of services.

14.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 72.29% General funds.
  - 1.2. 21.32%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, Assistance Listing Number 93.958, FAIN B09SM083987.
  - 1.3. 6.39% Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021; by the Centers for Disease Control and Prevention, Assistance Listing Number 93.354, FAIN NU90TP922144.
  
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective July 1, 2023, except for a) Contingency Funds described in Subsection 2.5 and b) Incentive Payments described in Subsection 2.6; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.3.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.3.1.1, Rate Table, which are rates set for the term of the contract.

**2.3.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.
CTI (Phases 1-3)	\$370.91	Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	Paid once per individual, per month, not to exceed nine (9) consecutive months.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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- 2.3.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #1, Scope of Services, which include:
- 2.3.2.1. CTI worker salaries and benefits;
  - 2.3.2.2. CTI supervisor salaries and benefits; and
  - 2.3.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.3.3. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.3.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1 over the term of the Agreement.
- 2.3.4. If the actual costs incurred for providing services in Exhibit B – Amendment #1, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.3.1.1., then:
- 2.3.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.3.1.1., and the actual amounts of expenses incurred.
  - 2.3.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.3.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.
- 2.3.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table in

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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Subparagraph 2.3.1.1 have been met for each individual identified on the invoice.

- 2.3.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.3.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.4. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.4.1. Used to directly support the needs of the client when no other funds are available;
  - 2.4.2. Used for one-time expenses tangible in nature;
  - 2.4.3. Not disbursed as gift cards or gift certificates;
  - 2.4.4. Directly allocable to the work performed under this Agreement;
  - 2.4.5. Appropriate in amount and nature, as determined by the Department; and
  - 2.4.6. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.5. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is \$50,000 for SFY 2024 and \$50,000 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:
- 2.5.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and
  - 2.5.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-3, Budget, Amendment #1 through Exhibit C-4, Budget, Amendment #1, and meet criteria as outlined by the Department at the time of application.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

2.6. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 1 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared-price limitation among all ten (10) Agreements is \$221,525 for SFY 2024 and \$204,103 for SFY 2025. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

2.6.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

2.6.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 1 through June 30, 2025. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

2.6.3. **Table 1**

#	Incentive Payment Goal	Total Incentive Payments
1	For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments.	\$350 per individual
2	For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments.	\$500 per individual

2.6.4. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

2.6.5. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2024 through 2025; and/or seven (7) months of active participation and two (2) months of inactive participation.

2.6.6. The incentive target shall be available on:

2.6.6.1. A quarterly basis per SFY 2024 and SFY 2025, until the statewide total price limitation is reached each SFY; and based on:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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2.6.6.1.1. Data submitted by the Contractor via the Phoenix reporting system.

2.6.7. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
  - 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 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.

10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.

11. Audits

11.1. The Contractor must email an annual audit to: Denise.J.Daigneault@dhhs.nh.gov if any of the following conditions exist:

11.1.1. 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.

11.1.2. 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.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3. 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.

11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program  
EXHIBIT C, Amendment #1**

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financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-3 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: The Mental Health Center for Southern New Hampshire DBA Center for Life Management

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2023 to 6/30/2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software - System Upgrade Funds	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (specific details mandatory):	\$	\$	\$	\$	\$	\$	\$	\$	\$
Flex Funds (pre approval needed)	\$	6,000.00	\$	\$	\$	\$	\$	6,000.00	\$
Incentive Payments (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$
Per Diem Expenses	\$	277,358.00	\$	\$	\$	\$	\$	277,358.00	\$
Contingency Exp. (pre approval needed)	\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL	\$	283,358.00	\$	\$	\$	\$	\$	283,358.00	\$

Indirect As A Percent of Direct 0.0%

Exhibit C-4 Budget, Amendment 1

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: The Mental Health Center for Southern New Hampshire DBA Center for Life Management

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2024 to 6/30/2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - System Upgrade Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds (pre approval needed)	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
Incentive Payments (pre approval needed)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Per Diem Expenses	\$ 277,358.00	\$ -	\$ 277,358.00	\$ -	\$ -	\$ -	\$ 277,358.00	\$ -	\$ 277,358.00
Contingency Exp. (pre approval needed)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 283,358.00</b>	<b>\$ -</b>	<b>\$ 283,358.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 283,358.00</b>	<b>\$ -</b>	<b>\$ 283,358.00</b>

Indirect As A Percent of Direct 0.0%

# 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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

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.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

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





## **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

TABLE OF CONTENTS

	<u>PAGE</u>
Independent Auditor's Report	1-3
<u>Financial Statements:</u>	
Consolidated Statements of Financial Position	4
Consolidated Statements of Activities	5-6
Consolidated Statement of Functional Expenses	7
Consolidated Statements of Cash Flows	8
Notes to Consolidated Financial Statements	9-19
<u>Supplementary Information:</u>	
Consolidating Statement of Financial Position - 2022	20
Consolidating Statement of Financial Position - 2021	21
Consolidating Statement of Activities - 2022	22
Consolidating Statement of Activities - 2021	23
Analysis of Accounts Receivable	24
Schedule of Program Revenues and Expenses	25
Schedule of Program Expenses	26



159 River Road  
Essex Jct., VT 05452  
T 802.879.1055  
F 802.876.5020

[www-cpa.com](http://www-cpa.com)

## Independent Auditor's Report

To the Board of Directors of  
The Mental Health Center for Southern New Hampshire  
d/b/a CLM Center for Life Management and 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

*Wendy White of Essex, LLC*

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

<u>ASSETS</u>	<u>2022</u>	<u>2021</u>
Current assets:		
Cash and cash equivalents	\$ 7,410,824	\$ 6,458,278
Restricted cash	<u>344,429</u>	<u>125,197</u>
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	<u>18,687</u>	<u>11,087</u>
Total current assets	10,019,852	7,420,428
Property and equipment, net	<u>3,650,371</u>	<u>3,682,944</u>
Other assets		
Marketable securities	1,126,706	
Interest rate swap agreement	<u>24,211</u>	
Total assets	<u>\$ 14,821,140</u>	<u>\$ 11,103,372</u>
<u>LIABILITIES AND NET ASSETS</u>		
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	<u>840,015</u>	<u>274,587</u>
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	<u>1,904,506</u>	<u>2,013,109</u>
Total long term liabilities	<u>3,112,862</u>	<u>4,809,017</u>
Total liabilities	4,992,086	6,152,267
Net assets		
Without donor restrictions	9,484,625	4,825,908
With donor restrictions	<u>344,429</u>	<u>125,197</u>
Total net assets	<u>9,829,054</u>	<u>4,951,105</u>
Total liabilities and net assets	<u>\$ 14,821,140</u>	<u>\$ 11,103,372</u>

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 <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Total</u>
<u>Public support and revenues:</u>			
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
<u>Operating expenses:</u>			
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
<u>Non-operating revenue and expenses:</u>			
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	<u>\$ 9,484,625</u>	<u>\$ 344,429</u>	<u>\$9,829,054</u>

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 <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Total</u>
<u>Public support and revenues:</u>			
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	<u>68,967</u>	<u>118,175</u>	<u>187,142</u>
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	<u>419,873</u>	<u>-</u>	<u>419,873</u>
Total revenues	<u>18,398,277</u>	<u>-</u>	<u>18,398,277</u>
Total public support and revenues	20,201,098	118,175	20,319,273
Net assets released from restrictions:			
Satisfaction of program restrictions	<u>43,878</u>	<u>(43,878)</u>	<u>-</u>
Total	20,244,976	74,297	20,319,273
<u>Operating expenses:</u>			
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	<u>936,896</u>	<u>-</u>	<u>936,896</u>
Total program expenses	17,109,395	-	17,109,395
Administrative expenses	<u>1,175,953</u>	<u>-</u>	<u>1,175,953</u>
Total expenses	<u>18,285,348</u>	<u>-</u>	<u>18,285,348</u>
Change in net assets from operations	1,959,628	74,297	2,033,925
<u>Non-operating expenses:</u>			
Fair value gain (loss) on interest rate swap	<u>63,517</u>	<u>-</u>	<u>63,517</u>
Change in net assets	2,023,145	74,297	2,097,442
Net assets, beginning of year	<u>2,802,763</u>	<u>50,900</u>	<u>2,853,663</u>
Net assets, end of year	<u>\$ 4,825,908</u>	<u>\$ 125,197</u>	<u>\$ 4,951,105</u>

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

	<u>2022</u>			<u>2021</u>		
	Program <u>Services</u>	<u>Administrative</u>	<u>Total</u>	Program <u>Services</u>	<u>Administrative</u>	<u>Total</u>
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
	<u>21,121,088</u>	<u>1,592,532</u>	<u>22,713,620</u>	<u>17,109,395</u>	<u>1,175,953</u>	<u>18,285,348</u>
Administrative allocation	1,412,247	(1,412,247)	-	1,175,953	(1,175,953)	-
Total expenses	<u>22,533,335</u>	<u>\$ 180,285</u>	<u>\$ 22,713,620</u>	<u>\$ 18,285,348</u>	<u>\$ -</u>	<u>\$ 18,285,348</u>

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

	<u>2022</u>	<u>2021</u>
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	<u>2,922,536</u>	<u>3,032,396</u>
Cash flows from investing activities:		
Transfers to investments	(1,300,000)	-
Purchases of property and equipment	<u>(328,258)</u>	<u>(312,121)</u>
Net cash used by investing activities	<u>(1,628,258)</u>	<u>(312,121)</u>
Cash flows from financing activities:		
Net principal payments on long term debt	<u>(122,500)</u>	<u>(117,500)</u>
Net increase (decrease) in cash and cash equivalents	1,171,778	2,602,775
Cash and cash equivalents and restricted cash, beginning of year	<u>6,583,475</u>	<u>3,980,700</u>
Cash and cash equivalents and restricted cash, end of year	<u>\$ 7,755,253</u>	<u>\$ 6,583,475</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE  
Notes to Consolidated Financial Statements  
June 30, 2022 and 2021

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.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE  
Notes to Consolidated Financial Statements  
June 30, 2022 and 2021

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.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW-HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE  
Notes to Consolidated Financial Statements  
June 30, 2022 and 2021

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.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

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.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

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		
	Receivable			Receivable		
<u>Accounts receivable</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
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
	<u>\$ 986,627</u>	<u>\$ (274,041)</u>	<u>\$ 712,586</u>	<u>\$ 723,987</u>	<u>\$ (246,250)</u>	<u>\$ 477,737</u>

	2022	2021
<u>Other receivables</u>		
Towns	\$ -	\$ 32,500
NH Division of Mental Health	1,123,214	173,978
Contractual services	29,251	20,328
	<u>\$ 1,152,465</u>	<u>\$ 226,806</u>

Note 4. Prepays

Prepays consists of the following at June 30:

	2022	2021
Prepaid insurance	\$ 283,855	\$ 42,898
Prepaid rents	97,006	78,425
	<u>\$ 380,861</u>	<u>\$ 121,323</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

Note 5. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

	<u>2022</u>	<u>2021</u>
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	\$ <u>712,586</u>	\$ <u>477,737</u>
Other receivables due from entities located in New Hampshire	\$ <u>1,152,465</u>	\$ <u>226,806</u>

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:

	<u>2022</u>	<u>2021</u>
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	-	<u>1,831</u>
	<u>6,471,145</u>	<u>6,479,195</u>
Less: accumulated depreciation	<u>(2,820,774)</u>	<u>(2,796,251)</u>
Property and equipment, net	\$ <u>3,650,371</u>	\$ <u>3,682,944</u>

Note 7. Long term debt

Long term debt consists of the following as of June 30,:

	<u>2022</u>	<u>2021</u>
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	<u>(282,153)</u>	<u>(301,083)</u>
Long term debt, less unamortized finance costs	2,013,077	2,116,647
Less: current portion of long term debt	<u>(108,571)</u>	<u>(103,538)</u>
Long term debt, less current portion	\$ <u>1,904,506</u>	\$ <u>2,013,109</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE

Notes to Consolidated Financial Statements  
June 30, 2022 and 2021

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:

<u>Year ending June 30,</u>	<u>Long Term Debt Principal</u>	<u>Unamortized Finance Costs</u>	<u>Net</u>
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	<u>1,607,730</u>	<u>(187,343)</u>	<u>1,420,387</u>
Total	<u>\$ 2,295,230</u>	<u>\$ (282,153)</u>	<u>\$ 2,013,077</u>

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,:

	<u>2022</u>	<u>2021</u>
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	<u>7,732</u>	<u>22,238</u>
	<u>\$ 344,429</u>	<u>\$ 125,197</u>

Note 9. Deferred revenue

Deferred revenue consists of the following at June 30,:

	<u>2021</u>	<u>2020</u>
HCBS ARPA Funds	\$ 840,015	\$ -
Provider relief funds	-	274,587
	<u>\$ 840,015</u>	<u>\$ 274,587</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

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.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

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.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE  
Notes to Consolidated Financial Statements  
June 30, 2022 and 2021

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:

<u>Years ending June 30,</u>	
2022	\$ 215,325
2023	219,539
2024	223,753
2025	<u>54,185</u>
Total	<u>\$ 712,802</u>

Note 16. Availability and liquidity

The following represents the Organization's financial assets at June 30,:

	<u>2021</u>	<u>2021</u>
<u>Financial assets at year end:</u>		
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	<u>18,687</u>	<u>11,087</u>
Total financial assets	9,638,991	7,299,105
<u>Less amounts not available within one year:</u>		
Restricted cash	(344,429)	(125,197)
Security deposit	<u>(18,687)</u>	<u>(11,087)</u>
Financial assets available to meet general Expenditures over the next twelve months	<u>\$9,275,875</u>	<u>\$7,162,821</u>

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.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE

Notes to Consolidated Financial Statements  
June 30, 2022 and 2021

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:

	<u>Cost</u>	<u>Unrealized Gain/(Loss)</u>	<u>Market Value</u>	<u>% of Total</u>
Cash and equivalents	\$ 17,032	\$ -	\$ 17,032	2%
Exchange Traded Funds	<u>1,256,356</u>	<u>(146,679)</u>	<u>1,109,677</u>	98%
Total investments	<u>\$ 1,273,388</u>	<u>\$ (146,679)</u>	<u>\$ 1,126,709</u>	<u>100%</u>

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,:

	<u>2022</u>
Realized gains/(losses)	\$ (45,537)
Unrealized gains/(losses)	(146,679)
Interest and dividends	25,039
Fees and expenses	<u>(6,117)</u>
Investment income/(expense); net	<u>\$ (173,294)</u>

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
<b><u>ASSETS</u></b>					
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	<u>\$ 14,314,480</u>	<u>\$ 506,871</u>	<u>\$ 14,821,351</u>	<u>\$ (211)</u>	<u>\$ 14,821,140</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>					
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	<u>\$ 14,314,480</u>	<u>\$ 506,871</u>	<u>\$ 14,821,351</u>	<u>\$ (211)</u>	<u>\$ 14,821,140</u>

See Independent Auditor's Report

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
<u>ASSETS</u>					
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	<u>\$ 10,833,343</u>	<u>\$ 270,029</u>	<u>\$ 11,103,372</u>	<u>\$ -</u>	<u>\$ 11,103,372</u>
<u>LIABILITIES AND NET ASSETS</u>					
Current liabilities:					
Current portion of long-term debt	\$ 103,538	\$ -	\$ 103,538	\$ -	\$ 103,538
Accounts payable	100,008	-	100,008	-	100,008
Accrued payroll and payroll liabilities	201,904	-	201,904	-	201,904
Accrued vacation	472,798	-	472,798	-	472,798
Accrued expenses	190,415	-	190,415	-	190,415
Deferred revenue	274,587	-	274,587	-	274,587
Total current liabilities	1,343,250	-	1,343,250	-	1,343,250
Long term liabilities					
Interest rate swap agreement	100,265	-	100,265	-	100,265
PMPM reserve	483,543	-	483,543	-	483,543
Paycheck protection program note payable	2,212,100	-	2,212,100	-	2,212,100
Long-term-debt less current portion	2,013,109	-	2,013,109	-	2,013,109
Total long term liabilities	4,809,017	-	4,809,017	-	4,809,017
Total liabilities	6,152,267	-	6,152,267	-	6,152,267
Net assets:					
Without donor restrictions	4,681,076	144,832	4,825,908	-	4,825,908
With donor restrictions	-	125,197	125,197	-	125,197
Total net assets	4,681,076	270,029	4,951,105	-	4,951,105
Total liabilities and net assets	<u>\$ 10,833,343</u>	<u>\$ 270,029</u>	<u>\$ 11,103,372</u>	<u>\$ -</u>	<u>\$ 11,103,372</u>

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

	CLM Foundation			Total	Total	Eliminations	Consolidated
	Center for Life Management	Without Donor Restrictions	With Donor Restrictions				
<b>Public support and revenues:</b>							
<b>Public support:</b>							
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
<b>Revenues:</b>							
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
<b>Net assets released from restrictions:</b>							
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
<b>Operating expenses:</b>							
<b>BBH funded programs:</b>							
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
<b>Non-operating revenue and expenses:</b>							
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

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		Total	Total	Eliminations	Consolidated
		Without Donor Restrictions	With Donor Restrictions				
<b>Public support and revenues:</b>							
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
<b>Operating expenses:</b>							
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
<b>Non-operating revenue and expenses:</b>							
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

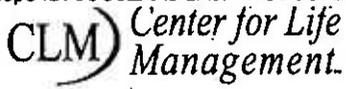
	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	\$ 224,925	\$ 1,314,239	\$ (847,441)	\$ (411,401)	\$ -	\$ 280,322
Insurance companies	209,422	3,877,828	(1,489,414)	(2,336,694)	-	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	<u>\$ 477,737</u>	<u>\$ 25,050,586</u>	<u>\$ (3,934,595)</u>	<u>\$ (20,853,351)</u>	<u>\$ (27,791)</u>	<u>\$ 712,586</u>

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	Administrative	Total Agency
<b>Public support and revenues:</b>												
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
<b>Non-operating revenue and expenses:</b>												
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	Administrative	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
	<u>6,185,534</u>	<u>566,122</u>	<u>295,094</u>	<u>6,547,224</u>	<u>2,219,141</u>	<u>3,430,087</u>	<u>975,245</u>	<u>489,366</u>	<u>335,920</u>	<u>21,043,733</u>	<u>1,592,532</u>	<u>22,636,265</u>
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	<u>\$ 6,764,556</u>	<u>\$ 636,734</u>	<u>\$ 323,339</u>	<u>\$ 6,942,653</u>	<u>\$ 2,303,876</u>	<u>\$ 3,528,944</u>	<u>\$ 1,031,735</u>	<u>\$ 503,488</u>	<u>\$ 420,655</u>	<u>\$ 22,455,980</u>	<u>\$ 180,285</u>	<u>\$ 22,636,265</u>



**BOARD OF DIRECTORS FY2023**

Name/Position

**Maria Gudinas**  
Chairperson

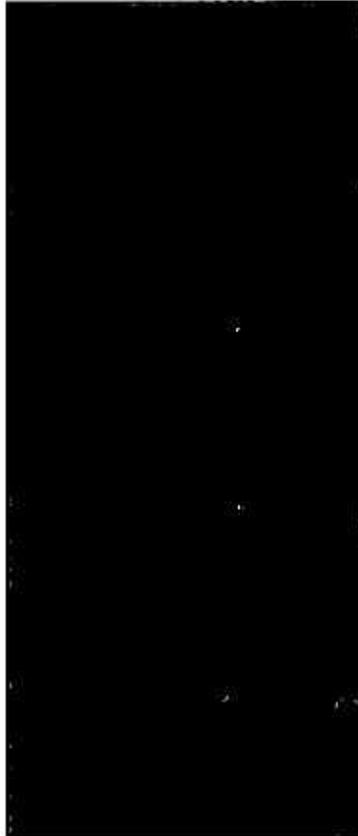
**David Hebert**  
Vice Chair

**Joseph Crawford**  
Secretary

**Michael Delahanty**  
Treasurer

**Vic Topo**  
President & CEO

**Vernon Thomas**



**Rebecca Sanborn**



**David McPherson**



## VICTOR TOPO

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### President/Chief Executive Officer

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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

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### Professional Experience

**Center for Life Management – Derry, NH**  
**President/Chief Executive Officer**

**1999 – Present**

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**  
**Chief Executive Officer/Executive Director**

**1988 - 1999**

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.

**VICTOR TOPO**

-Page 2-

**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.

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**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

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

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### PROFESSIONAL EXPERIENCE

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#### 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**

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**EDUCATION & CERTIFICATION**

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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

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**SYSTEM EXPERIENCE**

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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

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**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](http://HealthcareSystemsAlign.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](http://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 Portsmouth Regional Hospital 1/2006 - 12/2009  
Services Portsmouth, NH

- 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**

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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 managers 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.

# Steve Arnault

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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      9/1994 - Present  
[www.nec.edu](http://www.nec.edu)

- 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.**

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**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

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**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

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### ACADEMIC AFFILIATIONS

- 1999-Present Adjunct Professor in Clinical Research  
Dartmouth University  
Hanover, New Hampshire

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### 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.  
Psychopharmacology 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**

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### **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

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### **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

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### **CERTIFICATIONS**

- Board Certified General Psychiatry  
American Board of Psychiatry and Neurology, #43597
- Board Eligible, Child and Adolescent Psychiatry

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### **LICENSES**

- New Hampshire, Maine, South Carolina, Florida, Louisiana

Center for Life Management  
**SS-2022-DBH-07-OPERA-06-A01**

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

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Lori A. Shilbinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

March 8, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into new **Sole Source** contracts with the vendors listed in **bold** below, which includes the option to renew for two (2) years, and amend existing contracts to expand and continue providing Critical Time Intervention services, by exercising contract renewal options by increasing the total price limitation by \$3,252,100 from \$790,341 to \$4,042,441 and extending the completion dates of the existing contracts from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. 70% Federal Funds. 30% General Funds.

The original contracts were approved by Governor and Council as indicated in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approvals
<b>Behavioral Health &amp; Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County</b>	177278	Dover, Region 8	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
<b>The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health</b>	154112	Nashua, Region 6	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)
<b>The Mental Health Center of Greater Manchester, Inc.</b>	177184	Manchester, Region 7	\$220,402	\$372,982	\$593,384	O: 10/27/21, (Item #15)

*The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.*

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

West Central Services, Inc. DBA West Central Behavioral Health	177654	Lebanon, Region 2	\$129,135	\$218,386	\$347,521	O: 10/27/21, (Item #15)
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$0	\$349,487	\$349,487	New Sole Source
Northern Human Services	177222	Conway, Region 1	\$0	\$258,410	\$258,410	New Sole Source
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$0	\$440,564	\$440,564	New Sole Source
The Lakes Region Mental Health Center, Inc.	164480	Laconia, Region 3	\$0	\$258,410	\$258,410	New Sole Source
Monadnock Family Services	177510	Keene, Region 5	\$0	\$258,410	\$258,410	New Sole Source
The Mental Health Center for Southern New Hampshire DBA Center for Life Management	174116	Derry, Region 10	\$0	\$349,487	\$349,487	New Sole Source
		<b>Total:</b>	<b>\$790,341</b>	<b>\$3,252,100</b>	<b>\$4,042,441</b>	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

A part of this request is Sole Source because the remaining six (6) of the ten (10) Community Mental Health Centers have been identified as being ready to implement the Critical Time Intervention program. The Community Mental Health Centers are designated by the Department to serve the towns and cities within a designated geographic region as identified in New Hampshire Administrative Rule He-M 425.03.

Additionally, the original four (4) Community Mental Health Centers will continue providing Critical Time Intervention programming in order to continue addressing the needs of community

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

members transitioning out of inpatient behavioral health settings, with the goal of lowering readmission rates and thereby lowering readmission costs.

The purpose of this request is to ensure individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to New Hampshire Hospital and Designated Receiving Facilities, have intensive supports available that improve quality of life while mitigating readmission to psychiatric facilities. The Contractors will continue operationalizing Critical Time Intervention programs that provide intensive individual support services for individuals during the initial nine (9) months of discharge from inpatient behavioral health settings.

Approximately 900 individuals will be served during State Fiscal Years 2022 and 2023.

Critical Time Intervention is a time-limited and evidence-based practice that mobilizes community supports for vulnerable individuals during periods of transition. The Critical Time Intervention model facilitates community reintegration and continuity of care by ensuring an individual has enduring ties to their community and support systems in place.

The Contractors will continue working with the Department to establish policies relative to Critical Time Intervention programs. The Critical Time Intervention model is being introduced to the remaining six (6) Community Mental Health Centers and will ensure individuals, statewide, have access to services that support linkages to community supports and other personal supports during difficult transitions to the communities.

The Department will continue monitoring the Critical Time Intervention program by:

- Overseeing quality assurance activities and reviews of the Contractors operations to ensure compliance with the contractual objectives;
- Conducting recurring analysis of program fidelity and outcomes data; and
- Actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

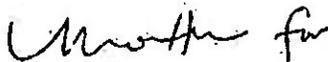
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the Department has the option to extend four (4) of the agreements for up to three (3) additional years. The Department is exercising its option to renew services for one (1) of the three (3) years available. For the six (6) new Sole Source contracts in this requested action, the Department has the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, the Department will continue to experience higher hospitalization rates, lengthier waitlists, and gaps in services that support successful reintegration of individuals into their communities. Decreasing hospitalization, minimizing waitlists, and providing more community based services are all part of the Ten Year Mental Health Plan. The Critical Time Intervention program supports the Department's broader mental health priorities identified in the Ten Year Mental Health Plan.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #1B09SM083987

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette  
Commissioner

Attachment A  
Financial Details

## 05-95-92-920010-7877 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, OFFICE OF THE DIRECTOR (100% General Funds)

## West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	7,594.00	-	7,594.00
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>7,594.00</b>	<b>78,987.00</b>	<b>86,581.00</b>

## 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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

## 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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

## Behavioral Health &amp; 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
2022	102-500731	Contracts for program services	92000051	12,994.00	-	12,994.00
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>12,994.00</b>	<b>152,964.00</b>	<b>165,958.00</b>

## Riverbend Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		115,976.00	115,976.00
			<b>Subtotal</b>	<b>-</b>	<b>115,976.00</b>	<b>115,976.00</b>

## Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>-</b>	<b>78,987.00</b>	<b>78,987.00</b>

## Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		152,964.00	152,964.00
			<b>Subtotal</b>	<b>-</b>	<b>152,964.00</b>	<b>152,964.00</b>

## 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
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051		78,987.00	78,987.00
			<b>Subtotal</b>	<b>-</b>	<b>78,987.00</b>	<b>78,987.00</b>

## Monadnock Family Services (Vendor Code 177150-B005)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	78,987.00	78,987.00
<b>Subtotal</b>				-	78,987.00	78,987.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	92000051	-	-	-
2023	102-500731	Contracts for program services	92000051	-	115,976.00	115,976.00
<b>Subtotal</b>				-	115,976.00	115,976.00

<b>Total</b>				48,578.00	1,159,756.00	1,206,332.00
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05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	121,541.00	-	121,541.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
<b>Subtotal</b>				121,541.00	73,995.00	195,536.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
<b>Subtotal</b>				207,408.00	154,614.00	362,022.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
<b>Subtotal</b>				207,408.00	154,614.00	362,022.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	207,408.00	-	207,408.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
<b>Subtotal</b>				207,408.00	154,614.00	362,022.00

Riverview Community Mental Health (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
<b>Subtotal</b>				-	168,107.00	168,107.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
<b>Subtotal</b>				-	114,019.00	114,019.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	-	-
2023	074-500585	Grants for public assistance	92244120	-	-	-
<b>Subtotal</b>				-	-	-

Attachment A  
Financial Details

2022	074-500585	Grants for public assistance	92244120	-	67,582.00	67,582.00
2023	074-500585	Grants for public assistance	92244120	-	154,614.00	154,614.00
			<i>Subtotal</i>	-	222,196.00	222,196.00

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
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	40,024.00	40,024.00
2023	074-500585	Grants for public assistance	92244120	-	73,995.00	73,995.00
			<i>Subtotal</i>	-	114,019.00	114,019.00

Center for Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	074-500585	Grants for public assistance	92244120	-	53,803.00	53,803.00
2023	074-500585	Grants for public assistance	92244120	-	114,304.00	114,304.00
			<i>Subtotal</i>	-	168,107.00	168,107.00

<b>Total</b>					<b>743,765.00</b>	<b>1,438,304.00</b>	<b>2,182,069.00</b>
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05-95-80-903510-2468 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: PUBLIC HEALTH DIV OF, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, PUBLIC HEALTH CRISIS RSP-ARP (100% Federal Funds)

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Riverbend Community Mental Health (Vendor Code 177192-R001)

Attachment A  
Financial Details

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Seacoast Mental Health Center (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

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
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Monadnock Family Services (Vendor Code 177150-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

Center for Life Management (Vendor Code 174118-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for program services	90027500	-	-	-
2023	102-500731	Contracts for program services	90027500	-	65,404.00	65,404.00
			<i>Subtotal</i>	-	65,404.00	65,404.00

<b>Total</b>				-	654,040.00	654,040.00
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<b>Grand Total</b>				780,341.00	3,252,100.00	4,042,441.00
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**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more, of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Phase Two  
EXHIBIT A**

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and 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  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operationalize Critical Time Intervention (CTI) program services for individuals who are transitioning from inpatient behavioral health settings, which may include but are not limited to hospitals and Designated Received Facilities (DRF), back into their community.
- 1.2. The Contractor shall ensure CTI program services are available in Community Mental Health Region 10 for individuals who:
  - 1.2.1. Are discharged from inpatient behavioral health settings;
  - 1.2.2. Are not receiving ACT services;
  - 1.2.3. Agree to receiving CTI program services;
  - 1.2.4. Are returning to Region 10; and
  - 1.2.5. Are 18 years or older.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. The Contractor shall implement the CTI model to fidelity, as established by the Center for the Advancement of Critical Time Intervention. The Contractor shall ensure:
  - 1.4.1. Individuals receive services over a period of nine (9) months;
  - 1.4.2. Individuals receive services in three phases, as specified in Section 2; and
  - 1.4.3. Services decrease in intensity as the service period progresses.
- 1.5. The Contractor shall develop internal CTI policies and procedures that maintain fidelity to the CTI model and includes a code of ethics for staff, as well as a mechanism for reporting unethical conduct. The Contractor shall:
  - 1.5.1. Submit internal CTI policies and procedures to the Department for approval; and
  - 1.5.2. Implement Department-approved CTI policies and procedures.
- 1.6. The Contractor shall conduct CTI program quality improvement reviews and revise policies and procedures, as appropriate and approved by the Department.
- 1.7. The Contractor shall participate in Community of Practice (CoP) quarterly in-person events and monthly calls, or as otherwise requested by the Department.
- 1.8. The Contractor shall meet with the Department on a monthly basis to address:
  - 1.8.1. Individual and organizational challenges;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 1.8.2. Progress; and
- 1.8.3. Opportunities.
- 1.9. The Contractor shall modify its Electronic Health Records (EHR) system, as necessary, to accommodate the Phoenix reporting requirements of the CTI program. The Contractor shall ensure:
  - 1.9.1. Applicable EHR modifications are fully functional by July of 2022 with a submission of test data at the request of the Department; and
  - 1.9.2. The EHR has capacity to capture information regarding:
    - 1.9.2.1. Referrals;
    - 1.9.2.2. Discharge;
    - 1.9.2.3. Assessments;
    - 1.9.2.4. Care plans;
    - 1.9.2.5. All interactions between CTI program and the individual;
    - 1.9.2.6. Hospitalizations; and
    - 1.9.2.7. Other monitoring and outcome information specified by the Department.
- 1.10. The Contractor shall train staff on EHR system changes and any other changes to other system processes that impact Phoenix reporting.
- 1.11. The Contractor shall document in the EHR all interactions with the individual and any community support provider, as identified by the CTI Worker and made available to the individual upon request.
- 1.12. The Contractor shall establish and maintain effective working relationships with various local supports including, but not limited to:
  - 1.12.1. New Hampshire Hospital and any of the Designated Receiving Facilities (DRF's), statewide.
  - 1.12.2. Community Mental Health Centers, statewide.
  - 1.12.3. Substance Use Disorder Treatment and Recovery Support Services.
  - 1.12.4. Landlords.
  - 1.12.5. Local Businesses.
  - 1.12.6. Community Action Program agencies.
  - 1.12.7. Peer Support Agencies.
  - 1.12.8. Educational Institutions.
  - 1.12.9. Public Assistance Agencies.
  - 1.12.10. Local Welfare Offices.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 1.12.11. Public Health Departments.
- 1.12.12. Transportation providers.
- 1.12.13. Places of worship.
- 1.12.14. Refugee associations.
- 1.12.15. Health clubs.
- 1.12.16. Other social support organizations.
- 1.13. The Contractor shall contact the inpatient behavioral health setting, to which an individual was admitted, in order to:
  - 1.13.1. Schedule an appointment with the individual within 24 hours of receiving a referral for services; and
  - 1.13.2. Engage in a pre-CTI meeting with the individual.
- 1.14. The Contractor shall conduct an assessment of the individual's needs using tools pre-approved by the Department, to:
  - 1.14.1. Review the individual's treatment history;
  - 1.14.2. Identify existing community supports; and
  - 1.14.3. Develop a Phase Plan, in fidelity to the CTI model, that identifies specific goals for the individual. The Contractor shall ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health that may include but are not limited to:
    - 1.14.3.1. Income.
    - 1.14.3.2. Access to health care, including:
      - 1.14.3.2.1. Health care services;
      - 1.14.3.2.2. Mental health services;
      - 1.14.3.2.3. Substance Use Disorder and Recovery Support Services; and
      - 1.14.3.2.4. Insurance coverage.
    - 1.14.3.3. Diet and exercise.
    - 1.14.3.4. Education.
    - 1.14.3.5. Employment.
    - 1.14.3.6. Family and social supports.
    - 1.14.3.7. Housing arrangements.
- 1.15. The Contractor shall, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the Center for Advancement of

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

Critical Time Intervention (CACTI) CTI Phase Plan template fields as identified in the appendices of the Critical Time Intervention (CTI) Manual, as provided by the Department, for Successful Discharge, which includes:

- 1.15.1. Documenting the individual's recovery and transition goals;
- 1.15.2. Identifying supports and services to assist the individual with transition back into the community;
- 1.15.3. Assisting with linkages to community supports as necessary, which may include, but are not limited to:
  - 1.15.3.1. Housing supports.
  - 1.15.3.2. Mental health services.
  - 1.15.3.3. Primary care health services.
  - 1.15.3.4. Transportation supports.
  - 1.15.3.5. Child care supports.
  - 1.15.3.6. Educational programs and supports.
  - 1.15.3.7. Employment supports.
  - 1.15.3.8. Family, friends, and peers.
- 1.15.4. Retaining signed Release of Information forms for community supports, as provided by the individual;
- 1.15.5. Identifying barriers to success; and
- 1.15.6. Providing assistance with barrier resolution.
- 1.16. The Contractor shall take all necessary action to ensure the individual is connected with the community support providers identified in the discharge plan.
- 1.17. The Contractor shall assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:
  - 1.17.1. Access to emergency department visits.
  - 1.17.2. Access to inpatient services to resolve crisis as they arise.
  - 1.17.3. Access to supplementary crisis programs, as needed and determined by the Contractor.
- 1.18. The Contractor shall ensure the individual resumes services at a phase determined by the CTI team in fidelity with the CTI model upon discharge from any intensive support utilized by the individual.

**2. Phase One (1) CTI Services**

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 2.1. The Contractor shall provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.
- 2.2. The Contractor shall work with individuals to develop or improve existing life skills, which may include, but are not limited to:
  - 2.2.1. Scheduling and keeping appointments that include, but are not limited to:
    - 2.2.1.1. Health care appointments.
    - 2.2.1.2. Mental health appointments.
    - 2.2.1.3. Recovery and substance use treatment sessions.
    - 2.2.1.4. Dental appointments.
    - 2.2.1.5. Other appointments relative to life skills.
  - 2.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.
  - 2.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.
  - 2.2.4. Attending meetings or appointments as requested by the individual.
- 2.3. The Contractor shall follow up with the individual and/or their supports to ensure linkages to community supports.
- 2.4. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the CACTI progress note template fields as identified in the appendices of the Critical Time Intervention Manual.

**3. Phase Two (2) CTI Services**

- 3.1. The Contractor shall provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.
- 3.2. The Contractor shall reassess the individual's needs and update the Phase Plan, as needed.
- 3.3. The Contractor shall ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:
  - 3.3.1. Teaching and reinforcing the skills necessary in managing their support network; and
  - 3.3.2. Assisting with self-advocacy.
- 3.4. The Contractor shall communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 3.5. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 3.6. The Contractor shall provide additional community support provider referrals and obtain the associated Releases of Information to the individual, as needed, to promote self-efficacy.
- 3.7. The Contractor shall engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:
  - 3.7.1. Faith and/or spiritual programs.
  - 3.7.2. Physical fitness programs.
  - 3.7.3. Social clubs.
  - 3.7.4. Creative art programming.
  - 3.7.5. Education.
  - 3.7.6. Employment.
- 3.8. The Contractor shall complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

**4. Phase Three (3) CTI Services**

- 4.1. The Contractor shall provide Phase 3 services and supports from month seven (7) to month nine (9) of the CTI program.
- 4.2. The Contractor shall complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.
- 4.3. The Contractor shall continue engaging the individual to ensure they are able to continue living autonomously in their community by:
  - 4.3.1. Developing a long-term plan to:
    - 4.3.1.1. Manage their support network independently; and
    - 4.3.1.2. Achieve recovery goals that remain outstanding.
- 4.4. The Contractor shall decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.
- 4.5. The Contractor shall facilitate a final meeting with the individual to:
  - 4.5.1. Acknowledge achievements over the past 9 months; and
  - 4.5.2. Ensure the individual can function independently with their support network.
- 4.6. The Contractor shall enter a final note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 4.6.1. The individual's recovery and transition goals;
- 4.6.2. The steps the individual made that indicate their ability to manage their support network independently;
- 4.6.3. The individual's experience in CTI;
- 4.6.4. Initial Risk Assessment;
- 4.6.5. Barriers to the Intervention; and
- 4.6.6. Summarize CTI Intervention.

**5. CTI Supervisory Scope of Work**

- 5.1. The Contractor shall ensure the CTI Supervisor conducts weekly team meetings with CTI workers.
- 5.2. The Contractor shall ensure the CTI Supervisor conducts weekly one-on-one supervision with CTI workers. The Contractor shall ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:
  - 5.2.1. Weekly documentation on required forms that include the:
    - 5.2.1.1. Weighted caseload tracker;
    - 5.2.1.2. Phase date form; and
    - 5.2.1.3. CTI Team Supervision form; and
  - 5.2.2. CTI worker's fidelity efforts; and
  - 5.2.3. CTI worker's barriers to securing community services and supports for CTI participants.
- 5.3. The Contractor shall ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis.

**6. Flexible Needs**

- 6.1. When no other payer is available, the Contractor shall offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:
  - 6.1.1. Groceries.
  - 6.1.2. Transportation.
  - 6.1.3. Childcare.
  - 6.1.4. Short-term housing costs, such as security deposits or utility bills.
  - 6.1.5. Clothing appropriate for cold weather, job interviews, or work.
  - 6.1.6. Other uses pre-approved in writing by the Department.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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**7. Staffing**

- 7.1. The Contractor shall ensure minimum staffing requirements for staff include, but are not limited to:
  - 7.1.1. Three (3) Full Time Equivalent (FTE) Bachelor's level CTI workers, each of whom maintain and manage no more than 20 individuals concurrently.
  - 7.1.2. One (1) 0.5 FTE Master's level CTI Supervisor.
- 7.2. The Contractor shall, prior to making an offer of employment or for volunteer work, after obtaining signed and notarized authorization from the individual for whom information is being sought:
  - 7.2.1. Obtain and verify a minimum of two (2) references for the individual;
  - 7.2.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
  - 7.2.3. Complete a criminal records check to ensure that the individual has no history of:
    - 7.2.3.1. Felony conviction; or
    - 7.2.3.2. Any misdemeanor conviction involving:
      - 7.2.3.2.1. Physical or sexual assault;
      - 7.2.3.2.2. Violence;
      - 7.2.3.2.3. Exploitation;
      - 7.2.3.2.4. Child pornography;
      - 7.2.3.2.5. Threatening or reckless conduct;
      - 7.2.3.2.6. Theft;
      - 7.2.3.2.7. Driving under the influence of drugs or alcohol; or
      - 7.2.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
  - 7.2.4. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:
    - 7.2.4.1. The individual's name is on the BEAS state registry;
    - 7.2.4.2. The individual has a record of a felony conviction; or

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

- 7.2.4.3. The individual has a record of any misdemeanors specified in Subparagraph 7.2.3.2.
- 7.3. The Contractor shall ensure all CTI staff:
  - 7.3.1. Complete the CTI model training; and
  - 7.3.2. Attend regular Community of Practice (CoP) meetings.
- 7.4. The Contractor shall participate in training, as requested by the Department, which includes:
  - 7.4.1. A two (2) day CTI worker training;
  - 7.4.2. A one (1) day CTI supervisor training;
  - 7.4.3. A two (2) day Train-the-Trainer training;
  - 7.4.4. A one (1) day CTI Implementation fidelity assessment training; and
  - 7.4.5. Complementary trainings to CTI staff that include, but are not limited to:
    - 7.4.5.1. Motivational Interviewing.
    - 7.4.5.2. Harm reduction.
    - 7.4.5.3. Trauma Informed Care.
    - 7.4.5.4. Setting boundaries.

**8. Exhibits Incorporated**

- 8.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**9. Reporting Requirements**

- 9.1. The Contractor shall submit monthly staffing data to the Department for each month end by the fifteenth (15<sup>th</sup>) day of the following month in a format specified by the Department.
- 9.2. The Contractor shall submit a quarterly report by the fifteenth (15<sup>th</sup>) day of the first month following the close of a quarter in a format requested by the

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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Department. The Contractor shall ensure the reporting includes, but is not limited to:

- 9.2.1. Implementation milestones that include but are not limited to:
  - 9.2.1.1. Hiring, onboarding, and training of staff.
  - 9.2.1.2. The development of a discharge process with New Hampshire Hospital and other DRF's.
  - 9.2.1.3. Open enrollment.
  - 9.2.1.4. Community engagement activities for individual resource development.
  - 9.2.1.5. Training of CMHC clinical staff on the CTI Program.
  - 9.2.1.6. The development of an internal process for communication and coordination between agency services.
  - 9.2.1.7. CTI program improvement efforts.
  - 9.2.1.8. CTI implementation fidelity self-Assessment outcomes.
  - 9.2.1.9. Barriers, challenges, and highlights.

9.3. The Contractor shall submit monthly service and individual-level data to Phoenix, as specified by the Department by the fifteenth (15th) day of the following month.

9.4. The Contractor shall submit all data on CTI program billable and non-billable interactions with transitioning individuals and any assessment, care plan, monitoring and outcome data regarding individuals, as specified by the Department, to the Phoenix system, including individuals who are not receiving other clinical services through the Contractor or other Community Mental Health Centers.

**10. Operationalization Measures**

- 10.1. The Department will monitor the contracted services by:
  - 10.1.1. Meeting with the Contractor to determine whether:
    - 10.1.1.1. Implementation milestones have been met;
    - 10.1.1.2. Staffing requirements have been met; and
    - 10.1.1.3. Reporting requirements, including Phoenix data requirements, have been met.
  - 10.1.2. Reviewing information submitted by the Contractor in required reports and summary reporting developed by the Department from Phoenix data;

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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- 10.1.3. Overseeing quality assurance activities and reviews of the Contractor operations to ensure compliance with the contractual objectives; and
- 10.1.4. Analyzing the Contractor's CTI program for fidelity to the CTI model.
- 10.2. The Contractor shall provide a Corrective Action plan to the Department within thirty (30) days of the Department's written findings of inadequate standards that are established by the Department in collaboration with the Contractor. The Contractor shall ensure the corrective action plan includes, but is not limited to:
  - 10.2.1. Barriers to progress, as identified by the Department.
  - 10.2.2. Action taken to date to address barriers.
  - 10.2.3. Future action to address barriers, with timeframes.
  - 10.2.4. Action taken to date to make progress.
  - 10.2.5. Future action to make progress, with timeframes.
- 10.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 10.4. The Contractor shall participate in quarterly desk audits with the Department that include, but not be limited to the review of:
  - 10.4.1. Operational workflows;
  - 10.4.2. CTI policies and procedures;
  - 10.4.3. Encounter notes on required forms; and
  - 10.4.4. Phoenix data entry.
- 10.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 10.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 10.7. The Contractor shall comply with an external evaluator as requested by the Department.
- 10.8. The Contractor shall provide a transition plan to the Department 30 days before early contract termination for any reason that identifies how the individuals care will be transitioned. The Department reserves the right to request additional information, if the transition plan does not clearly identify all steps in the transition plan.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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**11. Additional Terms**

- 11.1. Impacts Resulting from Court Orders or Legislative Changes
  - 11.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
  - 11.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 11.3. Credits and Copyright Ownership
  - 11.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
  - 11.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
  - 11.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
    - 11.3.3.1. Brochures.
    - 11.3.3.2. Resource directories.
    - 11.3.3.3. Protocols or guidelines.
    - 11.3.3.4. Posters.
    - 11.3.3.5. Reports.
  - 11.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.



**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT B**

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and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
**EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
  - 1.1. 48.11%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN 1B09SM083987.
  - 1.2. 18.71%, Cooperative Agreement for Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.354, FAIN NU90TP922144.
  - 1.3. 33.18% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. Effective upon approval of the contract through June 30, 2022, payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, which shall not exceed the approved line items specified in Exhibit C-1, Budget.
  - 2.4. Effective July 1, 2022, except for a) Incentive Payments described in Section 3; b) Flexible Funds described in Section 6; and c) Contingency Funds described in Section 7; the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
    - 2.4.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Subparagraph 2.4.1.1, Rate Table, which are rates set for the term of the contract.

**2.4.1.1. Rate Table**

Rate	Amount	Eligibility	Payment Frequency
Pre-CTI	\$128.79	Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting.	Paid once per individual.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

CTI (Phases 1-3)	\$370.91	Minimum of two (2) encounters with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum.	Paid once per individual, per month, not to exceed nine (9) consecutive months.
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- 2.4.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B, Scope of Services, which include:
- 2.4.2.1. CTI worker salaries and benefits;
  - 2.4.2.2. CTI supervisor salaries and benefits; and
  - 2.4.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.
- 2.4.3. If the actual costs incurred for providing services in Exhibit B, Scope of Services exceed the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
- 2.4.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and
  - 2.4.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-2, Budget over the term of the Agreement.
- 2.4.4. If the actual costs incurred for providing services in Exhibit B, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Subparagraph 2.4.1.1., then:
- 2.4.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Subparagraph 2.4.1.1., and the actual amounts of expenses incurred.
  - 2.4.4.2. Amounts of overpayments for the quarter as identified by the calculation in Subparagraph 2.4.4.1. may be

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

- 2.4.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligibility requirements described above in the Rate Table in Subparagraph 2.4.1.1 have been met for each individual identified on the invoice.
- 2.4.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Paragraph 2.4.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.
- 2.5. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-2, Budget. The Contractor shall ensure flexible funding expenditures incurred are:
- 2.5.1. Used to directly support the needs of the client when no other funds are not available;
  - 2.5.2. Used for one-time expenses tangible in nature;
  - 2.5.3. Directly allocable to the work performed under this Agreement;
  - 2.5.4. Appropriate in amount and nature, as determined by the Department; and
  - 2.5.5. Verified by supporting documentation, including, but not limited to, receipts of payment.
- 2.6. The Contractor shall be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement, at the Department's discretion. The Contractor shall:
- 2.6.1. Obtain pre-approval for the expenses from the Department via a form of submission satisfactory to the Department with applicable justifications; and
  - 2.6.2. Ensure requests for Contingency Payments, based on extraordinary costs, do not exceed the contingency expenses line item defined in Exhibit C-2, Budget.
- 2.7. Effective July 1, 2022, the Contractor shall be eligible to receive an incentive payment in an amount not to exceed 5% of their invoicing of

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

the per diem expense line item defined in Exhibit C-2, Budget. The Contractor shall be eligible for the incentive payment if the average graduation rate across all CTI clients enrolled during State Fiscal Year 2023 is demonstrated to be equal to or greater than 75%. For the purposes of this Subsection 2.7.:

- 2.7.1. "Graduated" for this incentive payment shall mean a CTI client that enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Year 2023;
  - 2.7.2. "Enrolled" for this incentive payment shall mean any individual, discharged from a qualifying Designated Receiving Facility (DRF) or New Hampshire Hospital, that entered Phase 1 of the CTI program upon their discharge, which does not include individuals who participate in Pre-CTI, but do not enter Phase 1; and
  - 2.7.3. The incentive target shall be calculated based on:
    - 2.7.3.1. Data submitted by the Contractor via the Phoenix reporting system; and
    - 2.7.3.2. The calculation of the total number of graduated CTI clients during the State Fiscal Year 2023 divided by the total number of CTI clients enrolled into Phase 1 and eligible to graduate during State Fiscal Year 2023.
3. The Contractor shall submit a monthly invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
- 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, general ledger reports, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to the Department with the applicable supporting documentation, in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

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129 Pleasant Street  
Concord, NH 03301

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 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.
  - 10.1. The Contractor shall submit any budget revision requests to the Department in writing prior to incurring any expenses that differ from the current Department-approved budget. The Contractor must also obtain written approval from the Department of all proposed budget revisions before expenses are incurred.
11. Audits
  - 11.1. The Contractor must email an annual audit to: [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 11.1.1. 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.

**New Hampshire Department of Health and Human Services  
Operationalization of the Critical Time Intervention Program Phase Two  
EXHIBIT C**

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- 11.1.2. 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.
- 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2.CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 11.3. 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.
- 11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: The Mental Health Center for Southern New Hampshire DBA Center for Life Management

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: State Fiscal Year 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 28,209.00	\$ 6,403.00	\$ 34,612.00	\$ -	\$ -	\$ -	\$ 28,209.00	\$ 6,403.00	\$ 34,612.00
2. Employee Benefits	\$ 7,898.00	\$ 1,793.00	\$ 9,691.00	\$ -	\$ -	\$ -	\$ 7,898.00	\$ 1,793.00	\$ 9,691.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - System Upgrade Funds	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -	\$ 1,750.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific contract mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Incentive Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruiting and Hiring Costs	\$ 5,250.00	\$ -	\$ 5,250.00	\$ -	\$ -	\$ -	\$ 5,250.00	\$ -	\$ 5,250.00
<b>TOTAL</b>	<b>\$ 45,607.00</b>	<b>\$ 8,196.00</b>	<b>\$ 53,803.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 45,607.00</b>	<b>\$ 8,196.00</b>	<b>\$ 53,803.00</b>
Indirect As A Percent of Direct		18.0%							

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Vendor Name: The Mental Health Center for Southern New Hampshire DBA Center for Life Management

Budget Request for: Operationalization of the Critical Time Intervention Phase Two

Budget Period: 7/1/2022 to 6/30/2023

Line Item	Total Program Cost				Contractor Share / Match				Funded by DHHS contract share			
	Direct	Indirect	Total	Share	Match	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$		\$		\$		\$		\$			\$
2. Employee Benefits	\$		\$		\$		\$		\$			\$
3. Consultants	\$		\$		\$		\$		\$			\$
4. Equipment	\$		\$		\$		\$		\$			\$
Rental	\$		\$		\$		\$		\$			\$
Repair and Maintenance	\$		\$		\$		\$		\$			\$
Purchase/Depreciation	\$		\$		\$		\$		\$			\$
5. Supplies	\$		\$		\$		\$		\$			\$
Educational	\$		\$		\$		\$		\$			\$
Lab	\$		\$		\$		\$		\$			\$
Pharmacy	\$		\$		\$		\$		\$			\$
Medical	\$		\$		\$		\$		\$			\$
Office	\$		\$		\$		\$		\$			\$
6. Travel	\$		\$		\$		\$		\$			\$
7. Occupancy	\$		\$		\$		\$		\$			\$
8. Current Expenses	\$		\$		\$		\$		\$			\$
Telephone	\$		\$		\$		\$		\$			\$
Postage	\$		\$		\$		\$		\$			\$
Subscriptions	\$		\$		\$		\$		\$			\$
Audit and Legal	\$		\$		\$		\$		\$			\$
Insurance	\$		\$		\$		\$		\$			\$
Board Expenses	\$		\$		\$		\$		\$			\$
9. Software - System Upgrade Funds	\$		\$		\$		\$		\$			\$
10. Marketing/Communications	\$		\$		\$		\$		\$			\$
11. Staff Education and Training	\$		\$		\$		\$		\$			\$
12. Subcontract/Agreements	\$		\$		\$		\$		\$			\$
13. Other (specify details mandatory)	\$		\$		\$		\$		\$			\$
Flex Funds	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00
Incentive Payments	\$	13,868.00	\$	13,868.00	\$	13,868.00	\$	13,868.00	\$	13,868.00	\$	13,868.00
Per Diem Expenses	\$	265,818.00	\$	265,818.00	\$	265,818.00	\$	265,818.00	\$	265,818.00	\$	265,818.00
Contingency Expenses	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
	\$		\$		\$		\$		\$			\$
	\$		\$		\$		\$		\$			\$
	\$		\$		\$		\$		\$			\$
<b>TOTAL</b>	\$	<b>295,684.00</b>	\$	<b>295,684.00</b>	\$	<b>295,684.00</b>	\$	<b>295,684.00</b>	\$	<b>295,684.00</b>	\$	<b>295,684.00</b>

Indirect As A Percent of Direct 0.0%

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

2/28/2022

Date

DocuSigned by:

*Vic Topo*

Name: VIC Topo

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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

2/28/2022

Date

DocuSigned by:

*Vic Topo*

Name: VIC Topo

Title: ceo

Vendor Initials   
Date 2/28/2022

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

2/28/2022

Date

DocuSigned by:

Vic Topo

Name: Vic Topo

Title: ceo

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New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

2/28/2022

Date

DocuSigned by:

*Vic Topo*

Name: Vic Topo

Title: ceo

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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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:

2/28/2022

Date

DocuSigned by:

*Vic Topo*

Name: VIC Topo

Title: cco

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions:**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

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Date 2/28/2022

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials                     

Date 2/28/2022

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials MF

Date 2/28/2022

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

3/2014

Contractor Initials VT

Date 2/28/2022

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/20/14

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VT

Date 2/28/2022

New Hampshire Department of Health and Human Services



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State by:

Katja S. Fox

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative  
Director

Title of Authorized Representative

3/8/2022

Date

cim

Name of the Contractor

Vic Topo

Signature of Authorized Representative

Vic Topo

Name of Authorized Representative

ceo

Title of Authorized Representative

2/28/2022

Date

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Contractor Initials

2/28/2022  
Date

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

2/28/2022

Date

DocuSigned by:

Vic Topo

Name: Vic Topo

Title: 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 DUNS number for your entity is: 2/28/22

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data, and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any State of New Hampshire Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the Confidential Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - e. limit disclosure of the Confidential Information to the extent permitted by law.
  - f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
  - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer: DHHSPrivacyOfficer@dhhs.nh.gov
- B. DHHS Security Officer: DHHSInformationSecurityOffice@dhhs.nh.gov