



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

July 25, 2023

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Vocational Rehabilitation (VR) to enter into a **sole source** contract with Seacoast Mental Health Center, INC., Portsmouth, NH, (vendor #174089), in an amount not to exceed \$80,000 to provide support services for VR customers, effective upon Governor and Council approval through June 30, 2024. 100% Federal Funds.

Funds to support this request are available in the accounts titled VR-Field Programs-Federal in FY 2024.

	<u>FY2024</u>
06-56-56-565010-25380000-102-500731	\$80,000
Contracts for Program Services	

EXPLANATION

This request is **sole source** because VR is providing this funding opportunity to all of the mental health centers in New Hampshire to enhance the statewide capacity of work incentive counseling to individuals with disabilities. Each contract will be submitted to G&C separately as it is completed. No Request for Proposals was needed as all mental health centers are being offered this funding opportunity. Seacoast Mental Health Center, INC., is a non-profit corporation with a mission to provide a broad, comprehensive array of high quality, effective and accessible mental health services to residents of the eastern half of Rockingham County. These enhanced services will increase the number of employed disabled individuals because they will help these individuals to understand the impact of employment on their state and federal benefits.

Seacoast Mental Health Center, INC., will hire a Community Work Incentives Coordinator (CWIC), that will provide work incentives planning and assistance to beneficiaries who receive Social Security Disability Benefits. The CWIC is responsible for counseling and educating beneficiaries about how employment will affect their current benefits (which may include public

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
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and private health insurance, federal, state, and/or local benefits received) so that individuals may make informed choices towards employment and self-sufficiency. Frequently, because individuals and families do not understand the impact of employment on benefits, they do not choose to engage in career exploration and employment. VR would like to change this concern by enhancing work incentives knowledge to change decision-making for individuals and families.

VR is pleased to partner and provide funding with local mental health centers around the state to enhance work incentives knowledge and to provide additional job development capacity. Employment is such an important aspect of life for individuals with disabilities. It means full inclusion in their community and in the state economy.

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

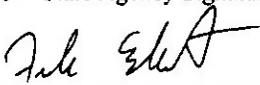
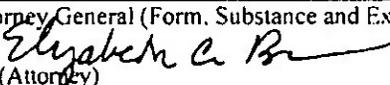
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Seacoast Mental Health Center, INC.		1.4 Contractor Address 1145 Sagamore Avenue Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 957-5709	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$80,000
1.9 Contracting Officer for State Agency Lisa Hinson-Hatz		1.10 State Agency Telephone Number 603-419-0086	
1.11 Contractor Signature  Date: 08.14.2023		1.12 Name and Title of Contractor Signatory Jay Couture – President and CEO	
1.13 State Agency Signature  Date: 9/6/2023		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Elizabeth Brown (Attorney)  On: 9/6/2023			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

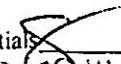
Contractor Initials 
Date 06.14.2023

EXHIBIT A

SPECIAL PROVISIONS

Additional exhibits D-G.

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Contractor Initials 
Date 08.14.2023

EXHIBIT B

SCOPE OF SERVICES

Seacoast Mental Health Center, INC. (SMHC) will provide the following services for the New Hampshire Department of Education, Bureau of Vocational Rehabilitation (VR), effective upon Governor and Council approval through June 30, 2024.

The contractor, SMHC will utilize VR funding to hire a full time individual to become a Certified Work Incentives Counselor (CWIC) to provide work incentives planning and assistance to beneficiaries who receive Social Security Disability Benefits. The CWIC is responsible for counseling and educating beneficiaries about how employment will affect their current benefits (which may include public and private health insurance, federal, state, and/or local benefits received) so that individuals may make informed choices towards employment and self-sufficiency. Staff hired will participate in the free, online Virginia Commonwealth University (VCU) or Cornell training program to develop competencies, skills, and to become certified to provide the following services to individuals:

1. Determining eligibility for work incentive counseling services;
2. Providing information about and referrals to programs that support work;
3. Gathering information about the beneficiary and verifying their public benefits;
4. Providing individualized advisement, including a Benefits Summary & Analysis (BS&A) report;
5. Providing proactive ongoing work-related benefits support;
6. Share information on STABLE accounts (A STABLE Account is an investment account available to eligible individuals with disabilities). STABLE Accounts are made possible by the federal "Achieving a Better Life Experience" (ABLE) Act. The CWIC will show individuals how to create an account. STABLE accounts provide a tax-free savings plan for disability-related expenses and allows consumers to save and invest without losing Federal needs-based benefits.
7. Provide monthly and quarterly summaries of work completed with VR program staff and with the Portsmouth VR office and counselors; and
8. Tracks participant activity and progress data.

The CWIC's duties will also include the following:

- Assist and counsel beneficiaries with planning and action steps as they seek employment; ensure they have a greater understanding of the work incentives that are available.
- Screen and refer beneficiaries with disabilities eligible for Gateways Community Services to the appropriate Employment Networks (ENs) based on the beneficiary's expressed needs and types of impairments.
- Work in cooperation with Social Security Administration's Area Work Incentives Coordinators (AWICs), Federal, State, local and private agencies and other nonprofit organizations that serve beneficiaries with disabilities seeking employment.
- Connect individuals with Vocational Rehabilitation services.
- Provide general information on the adequacy of health benefits coverage that may be offered by an employer of a beneficiary with a disability; the extent to which other health benefits coverage may be available to that beneficiary in coordination with Medicare and/or Medicaid; and the availability of protection and advocacy services for beneficiaries with disabilities and how to access such services.
- Be knowledgeable about Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI) disability programs.
- Be knowledgeable about STABLE accounts.

*Contract between Seacoast Mental Health Center, INC.
and the New Hampshire Department of Education
Page 2 of 4*

Contractor Initials
Date 08.14.2023

EXHIBIT B CONTINUED

- Understand terminology used to describe certain disabilities and awareness of cultural and political issues pertaining to various populations and to various disabilities.
- Collect data on employment outcomes.

DELIVERABLES, REPORTING AND TIMELINE

SMHC shall:

1. Hire an individual, within a month of the approval of the contract, to provide CWIC services and that individual shall report the following data on a monthly and quarterly basis:
 - a. The number of group benefits orientation presentations provided to individuals and families/guardians;
 - b. The number of individual benefits orientation presentations provided
 - c. The number of BS&A reports completed for individuals;
 - d. The number of individuals referred to VR during CWIC services;
 - e. The number of individuals who were referred to create a STABLE account;
 - f. The number of individuals referred for job development, placement, and support during/after CWIC services.
 - i. Part-time employment services
 - ii. Full-time employment services
 - g. The number of individuals changing employment status (no work to part-time work, part-time work to full-time work).
2. Ensure there are written releases/authorization, per individual, to communicate with VR staff with individuals referred for CWIC services.
3. Set up monthly meetings (regional level) and a quarterly meetings (state level) to share data and results of the partnership.

VR State Level Staff shall:

- A. Work in collaboration with SMHC to gather data, reports and to share program outcomes.
- B. Identify a "point person" in the VR office who will serve as the contact person for the SMHC/VR collaboration.
- C. VR's internal CWIC will connect with VCU, Cornell and other national technical assistance resources via email or phone calls to assist in successful management of this partnership and provide guidance to VR staff.
- D. Explore opportunities with the Social Security Administration to implement the "partnership plus" model for sharing program income from the Ticket to Work program to partially fund the positions once VR funding has completed.

VR Local Level Staff shall:

- A. Work in collaboration SMHC to gather data, reports and to share program outcomes.
- B. Assign a point of contact to manage the partnership and receive referrals for VR services, when appropriate.

EXHIBIT C

METHOD OF PAYMENT

Estimated Budget	FY24
Vocational Specialist Salary	\$49,713
Supervisor Salary	\$7,636
Benefits & Taxes	\$13,586
Training	\$2,000
Indirect	\$7,065
Total	\$80,000

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed \$80,000.

Funding Source: Funds to support this request are available in the account titled VR-Field Programs-Federal in FY24 as follows:

06-56-56-565010-25380000-102-500731
Contracts for Program Services

FY24
\$80,000

Method of Payment: Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and is supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and receipts shall be submitted electronically to:

Bill Gaffney
William.G.Gaffney@doe.nh.gov
Cc: Susan.S.Roma@doe.nh.gov
Vocational Rehabilitation
NH Department of Education
21 S. Fruit Street, Suite 20
Concord, NH 03301

Contractor Initials 
Date 08.14.2023

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials: 
Date: 10/14/2023

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials 
Date 08.14.2023

Exhibit F

Anti-Lobbying

The Contractor 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, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal 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, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/stllin.pdf>).
- c. 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 and entering into this transaction imposed by Section 1352, Title 31 and 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.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

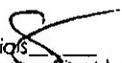
Contractor Initials 
Date 08.14.2023

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials _____
Date 08.14.2023

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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

Corporate Resolution

I, **Erin Lawson**, hereby certify that I am duly elected Clerk/Secretary/Officer of **Seacoast Mental Health Center, Inc.** I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **August 11, 2023**, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That **Jay Couture, President and CEO** (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of **Seacoast Mental Health Center, Inc.** with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: 8/14/23

ATTEST: Erin Lawson Vice President
(Name & Title) BOD

SEACOAST MENTAL HEALTH CENTER, INC.

MISSION STATEMENT

Seacoast Mental Health Center Inc. is a private, not-for-profit, comprehensive mental health facility serving the eastern half of Rockingham County, New Hampshire. The mission of the Center is to provide a broad, comprehensive array of high quality, effective and accessible mental health services to residents of the eastern half of Rockingham County.

Seacoast Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2022

Seacoast Mental Health Center, Inc.
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June 30, 2022

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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, Braragan + Sargent

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 14,615,077

PROPERTY AND EQUIPMENT - NET 765,447

TOTAL ASSETS \$ 15,380,524

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 181,007
Deferred income	295,105
Accrued vacation	273,962
Accrued expenses	<u>1,063,100</u>

TOTAL CURRENT LIABILITIES 1,813,174

NET ASSETS

Net assets without donor restriction 13,567,350

TOTAL LIABILITIES AND NET ASSETS \$ 15,380,524

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
 STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
 For the Year Ended June 30, 2022

PUBLIC SUPPORT AND REVENUES

Public support -

Federal	\$ 299,687
State of New Hampshire - BMHS	1,587,063
Other public support	<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	<u>24,228,574</u>
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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	<u>21,020,638</u>
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EXCESS OF PUBLIC SUPPORT AND

REVENUE OVER EXPENSES FROM OPERATIONS	3,207,936
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OTHER INCOME (LOSS)

Investment loss	<u>(868,426)</u>
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TOTAL INCREASE IN NET ASSETS	2,339,510
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NET ASSETS WITHOUT DONOR RESTRICTION, beginning	<u>11,227,840</u>
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NET ASSETS WITHOUT DONOR RESTRICTION, ending	<u>\$ 13,567,350</u>
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See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
 STATEMENT OF CASH FLOWS
 For the Year Ended June 30, 2022

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	\$ 2,339,510
Adjustments to reconcile to net cash provided by operations:	
Depreciation	102,519
(Increase) decrease in:	
Accounts receivable - trade	(621,663)
Prepaid expenses	(2,730)
Increase (decrease) in:	
Accounts payable & accrued liabilities	402,881
Deferred income	<u>267,715</u>
 NET CASH PROVIDED BY OPERATING ACTIVITIES	 <u>2,488,232</u>
 CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(689,824)
Investment activity, net	(130,432)
Due to affiliate	<u>(1,397,370)</u>
 NET CASH USED BY FINANCING ACTIVITIES	 <u>(2,217,626)</u>
 NET INCREASE IN CASH	 270,606
 CASH AND RESTRICTED CASH AT BEGINNING OF YEAR	 <u>4,397,254</u>
 CASH AND RESTRICTED CASH AT END OF YEAR	 <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	<u>\$ 1,738,502</u>

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:

	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	\$ 25,936	\$ -	\$ 25,936
Fixed Income	2,895,908	(256,318)	2,639,590
Equities	2,957,812	225,485	3,183,297
Exchange Traded Funds	559,762	(75,485)	484,277
Mutual Funds	337,500	(88,673)	248,827
Other Assets	59,673	1,842	61,515
	\$ 6,836,591	\$ (193,149)	\$ 6,643,442

Investment income consisted of the following:

Interest and dividends	\$ 137,111
Realized gains	79,411
Unrealized loss	(1,061,907)
Fee expenses	(23,041)
TOTAL	\$ (868,426)

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

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

	<u>Accounts Receivable Beginning of Year</u>	<u>Gross Fees</u>	<u>Contractual Allowances and Other Discounts Given</u>	<u>Cash Receipts</u>	<u>Accounts Receivable End of Year</u>
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>-</u>	<u>(135,000)</u>	<u>-</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
Program Service Fees:										
Net Client Fee	\$ 629,381	\$ -	\$ 629,381	\$ 271,013	\$ 49,725	\$ 281,584	\$ 10,464	\$ 16,147	\$ 481	\$ (33)
Medicaid	16,440,926	-	16,440,926	6,704,004	385,399	7,691,814	790,288	189,675	679,746	-
Medicare	921,363	-	921,363	7,938	35,194	777,601	73,706	26,509	415	-
Other Insurance	2,291,476	-	2,291,476	738,145	226,385	1,214,286	43,569	66,213	2,878	-
Public Support - Other:										
Local/County Government	97,922	21,660	76,262	5,353	38	14,006	66	51,178	(4)	5,625
Donations/Contributions	172,620	116,983	55,637	17,718	8,356	21,125	3,849	1,810	2,222	557
Other Public Support	734,657	11,140	723,517	209,906	434,184	2,000	-	9,890	-	67,537
DCYF	718	-	718	718	-	-	-	-	-	-
Federal Funding:										
Block Grants	10,000	-	10,000	5,000	-	5,000	-	-	-	-
Other Federal Grants	289,687	-	289,687	42,215	144,885	10,000	-	-	-	92,587
BMHS										
Community Mental Health	1,587,063	-	1,587,063	11,000	874,967	375,894	200,740	-	-	124,462
Rental Income	62,040	-	62,040	-	-	-	-	-	62,040	-
Other Revenues	990,721	309,465	681,256	176,805	9,607	108,036	306,268	2,487	5,406	72,647
	<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
TOTAL PUBLIC SUPPORT AND REVENUES	<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
Personnel Costs:										
Salary and wages	\$ 14,381,694	\$ 612,329	\$ 13,769,365	\$ 3,966,762	\$ 1,828,296	\$ 6,124,179	\$ 843,604	\$ 411,232	\$ 462,804	\$ 132,488
Employee benefits	2,291,257	62,341	2,228,916	635,059	223,197	1,051,197	138,001	75,993	88,737	16,732
Payroll Taxes	1,049,207	42,518	1,006,689	297,906	138,270	432,264	62,998	29,114	35,921	10,218
Professional Fees:										
Accounting/audit fees	38,736	27,636	11,100	3,278	1,707	4,380	774	372	474	115
Legal fees	30,425	1,004	29,421	3,543	590	11,140	13,492	502	126	28
Other professional fees	413,164	40,603	372,561	59,613	26,069	91,239	11,599	4,408	6,458	173,175
Staff Devel. & Training:										
Journals & publications	1,472	15	1,457	203	55	272	40	16	888	3
Conferences & conventions	3,325	1,500	1,825	578	2	583	43	619	-	-
Other Staff Development	31,475	94	31,381	18,149	3,424	7,178	964	601	987	78
Occupancy costs:										
Rent	631,344	46,099	585,245	176,912	46,771	241,492	39,983	18,172	57,756	4,159
Other Utilities	117,157	3,804	113,353	27,138	7,891	41,668	6,865	3,250	26,039	702
Maintenance & repairs	152,167	7,255	144,912	36,974	10,691	55,738	9,068	4,321	27,165	955
Other occupancy	2,885	-	2,885	754	223	1,259	204	96	329	20
Consumable Supplies:										
Office	46,178	1,614	44,564	14,728	4,688	17,813	2,995	1,597	2,402	341
Building/household	34,162	1,364	32,798	6,533	1,770	9,590	1,611	694	12,444	156
Food	36,706	195	36,511	1,153	315	1,578	270	106	33,038	51
Medical	3,719	90	3,629	1,432	232	1,586	196	77	92	14
Other	498,915	34,067	464,848	146,626	54,958	189,277	31,079	13,469	19,545	9,894
Depreciation	102,519	21,322	81,197	25,374	10,527	33,983	5,176	2,421	3,024	692
Equipment rental	91,292	4,455	86,837	24,718	9,183	32,125	6,458	2,267	11,456	630
Equipment maintenance	5,104	41	5,063	1,514	639	2,133	335	154	245	43
Advertising	4,214	755	3,459	1,033	542	1,358	233	115	142	36
Printing	12,296	1,096	11,200	2,759	1,123	3,836	613	354	689	1,826
Telephone/communications	201,587	8,474	193,113	59,484	40,105	63,079	15,109	5,224	7,139	2,973
Postage/shipping	19,217	382	18,835	5,939	2,596	7,411	1,219	520	918	232
Transportation:										
Staff	267,811	370	267,441	98,863	12,185	101,807	40,392	3,046	2,695	8,453
Clients	2,316	10	2,306	316	115	412	142	1,003	311	7
Assist to Individuals:										
Client services	252,996	-	252,996	200	-	208,115	522	-	44,159	-
Insurance:										
Malpractice/bonding	55,134	3,685	51,449	14,799	4,245	21,458	3,630	1,623	5,321	373
Vehicles	3,752	2	3,750	683	16	1,040	743	4	1,263	1
Comp. Property/liability	123,744	9,255	114,489	33,124	9,519	47,494	8,127	3,623	11,767	835
Membership Dues	6,477	3,692	2,785	337	1,867	423	63	38	46	11
Other Expenditures	108,191	4,981	103,210	39,719	12,189	37,715	5,519	2,540	4,893	635
	21,020,638	941,048	20,079,590	5,706,203	2,454,000	8,844,822	1,251,865	587,571	869,253	365,876
Admin. Allocation	-	(941,048)	941,048	267,426	115,009	414,521	58,670	27,537	40,738	17,147
TOTAL PROGRAM EXPENSES	\$ 21,020,638	\$ -	\$ 21,020,638	\$ 5,973,629	\$ 2,569,009	\$ 9,259,343	\$ 1,310,535	\$ 615,108	\$ 909,991	\$ 383,023

Seacoast Mental Health Center, Board Members

<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

Geraldine A. Couture
[REDACTED]
[REDACTED]

Professional Experience

Seacoast Mental Health Center, Inc., Portsmouth, NH
Executive Director, April 2002

Seacoast Mental Health Center, Inc., Portsmouth, NH
Associate Director, March 1993 - April 2002
Interim Director of Child Adolescent and Family Services, November 2000 -
Compliance Officer
Oversee fiscal and administrative functions of large community mental health center.
Coordinate development and monitoring of annual budget and state contract.
Facilitate ongoing development of team model Child, Adolescent and Family Services
Department including direct supervision of management staff, regional planning and inter-
agency collaboration.
Chair: Compliance Committee.
Member: Personnel, Staff Growth and Development and Quality Improvement Committees

Strafford Guidance Center, Inc., Dover, NH
Business Manager, December 1991 - March 1993
Assistant Business Manager, January 1991 - December 1991
Accounts Receivable Manager, August 1987 - January 1991
Actively oversee daily operations of Accounts Receivable Department in a community mental
health center.
Participate in development and monitoring of annual budget and contract with the New
Hampshire Division of Mental Health.

Rochester Site Office Manger, December 1986 - August 1987.
Responsible for all daily operations of satellite office.

Administrative Assistant, June 1986 - December 1986
Provided administrative support services to the Director of the Community Support
Program.

Fradco Holdings, Inc., Greensburg, PA
President, June 1984 - April 1986
Administered all functions of company dealing in coal, timber and natural gas holdings.

Educational Experience

University of New Hampshire, Durham, NH
Master of Health Administration, May 2001.

University of New Hampshire, Durham, NH
Bachelor of Science, College of Life Sciences and Agriculture. Family and Consumer Studies,
May 1984

Honors and Awards

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

Membership

National Association of Reimbursement Officers, Past President

Jodi F. Marshall (Leverone), M.D.

Education

Dartmouth Medical School , Hanover, NH Medical Degree	2002 – 2006
Hamilton College , Clinton, NY Bachelor of Arts in Neuroscience, Magna Cum Laude	1997 – 2001

Postdoctoral Training

Geriatric Psychiatry Fellowship Dartmouth-Hitchcock Medical Center, Lebanon, NH	2010 – 2011
Chief Resident, Adult Psychiatry Residency Training Program Dartmouth-Hitchcock Medical Center, Lebanon, NH	2009 - 2010
Adult Psychiatry Residency Training Program Dartmouth-Hitchcock Medical Center, Lebanon, NH	2008 - 2009
Combined Residency in Internal Medicine and Psychiatry Dartmouth-Hitchcock Medical Center, Lebanon, NH	2006 - 2008

Academic Appointments

Instructor in Psychiatry Dartmouth Medical School, Hanover, NH	2009 - 2011
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Professional Work Experience

Chief Medical Officer Seacoast Mental Health Center, Portsmouth, NH	2022 - present
Medical Director St. Joseph Hospital, Senior Behavioral Health Unit, Nashua, NH	2020 – 2022
Medical Director Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH	2019 - 2020

Staff Psychiatrist Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH	2015 - 2019
Staff Psychiatrist Seacoast Mental Health Center, Portsmouth, NH	2011 - 2015
Consulting Psychiatrist Optum Telepsychiatry Services and MindCare	2013 - 2014
Staff Psychiatrist Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH	2012 - 2013
Physician in Charge 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

Study Physician 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
Research Assistant Dartmouth Medical School, Department of Psychiatry, Lebanon, NH Assisted in developing an algorithm for simplifying complex psychotropic medication regimens.	2005

Technical Research Assistant 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.	2000 - 2003
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Committee Assignments

Chair, Behavioral Health Committee St. Joseph Hospital	2020 – present
Geriatric Best Practice Committee Exeter Hospital	2011- 2012
Compliance Committee Dartmouth-Hitchcock Psychiatric Associates	2009 - 2010
Residency Call Committee Psychiatry Residency Training Program, Dartmouth-Hitchcock Medical Center	2009
Curriculum Redesign Committee Psychiatry Residency Training Program, Dartmouth-Hitchcock Medical Center	2008 - 2009
Ethics Committee Dartmouth-Hitchcock Medical Center	2008 – 2010
Education Policy Committee Psychiatry Residency Training Program, Dartmouth-Hitchcock Medical Center	2006 – 2010

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 and Janssen Pharmaceutica Research Scholar	2008
Department of Internal Medicine Excellence in Teaching Award	2006
Department of Psychiatry Award for Excellence in Clinical Psychiatry	2006
Graduated <i>magna cum laude</i> 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,
 Hamilton College 2000

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 β 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 β protein following chronic, active A β immunization in PSAPP mice. *Neurobiology of Disease* 2003;14(Pt 1): 10-18.

Leverone JF, Spooner ET, Lehman HK, Clements JD, Lemere CA. A β 1-15 is less immunogenic than A β 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 β 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 β) immunization in mice. In: Selkoe DJ, Christen Y, editors. *Immunization against Alzheimer's disease and other neurodegenerative disorders*. New York: Springer-Verlag; 2003.

Lemere CA, Seabrook TJ, Iglesias M, Mori C, **Leverone JF**, Spooner ET. Modulating amyloid-beta levels by immunotherapy: A potential strategy for the prevention and treatment of Alzheimer's disease. In: Saido TC, editor. *Amyloid-beta metabolism and Alzheimer's disease*. Landes Biosciences; 2003

Scientific Communications

DL Noordsy, **JF Marshall**, JN Wieland Smith, AI Green. Clozapine vs. risperidone for people with first episode schizophrenia and co-occurring cannabis use disorder (poster). International Congress on Schizophrenia Research 2009 San Diego, California, USA.

DL Noordsy, **JF Marshall**, JN Wieland Smith, AI Green. Clozapine vs. risperidone for people with first episode schizophrenia and co-occurring cannabis use disorder (poster). 23rd Annual Neuroscience Day 2009. Dartmouth-Hitchcock Medical Center, Lebanon, NH, USA.

CA Lemere, M Iglesias, ET Spooner, JK Bloom, **JF Leverone**, D Li, JB Zheng, TJ Seabrook, DJ Selkoe, FR Ervin, RM Palmour, A Beierschmitt. A β immunization in aged vervet monkeys reduces A β levels in brain and CSF (platform). Society for Neuroscience 33rd Annual Meeting 2003 New Orleans, Louisiana, USA.

CA Lemere, M Iglesias, ET Spooner, JK Bloom, **JF Leverone**, D Li, JB Zheng, TJ Seabrook, DJ Selkoe, FR Ervin, RM Palmour, A Beierschmitt. A β immunization in old vervet monkeys leads to the generation of anti-A β titers, decreased A β levels in CSF and decreased A β levels in the periphery (platform). 6th International Conference on Progress in Alzheimer's and Parkinson's Diseases 2002. Seville, Spain.

CA Lemere, ET Spooner, **JF Leverone**, D Li, JB Zheng, A Monsonego, DJ Selkoe, FR Ervin, RM Palmour, A Beierschmitt. A β immunization in monkeys generates anti-A β titers and increased peripheral A β levels (platform). Society for Neuroscience 32nd Annual Meeting 2002. Orlando, FL, USA.

ET Spooner, **JF Leverone**, D Li, M Reed, W Xia, CA Lemere. Chronic intranasal A β immunization in APP Tg mice: A lasting effect? (poster). Society for Neuroscience 32nd Annual Meeting 2002. Orlando, FL, USA.

CA Lemere, ET Spooner, J LaFrancois, **JF Leverone**, Y Matsuoka, R DeMattos, D Holtzman, JD Clements, DJ Selkoe, KE Duff. Evidence for the "peripheral sink" hypothesis following chronic, active A β immunization in PSAPP mice (poster). 8th International Conference on Alzheimer's Disease and Related Disorders 2002. Stockholm, Sweden.

ET Spooner, **JF Leverone**, B Malester, J LaFrancois, J Clements, DJ Selkoe, K Duff, CA Lemere. Immunization of PSAPP Tg mice leads to a decrease in brain A β levels and corresponding increase in serum A β (2002) (poster). Massachusetts Alzheimer's Disease Research Center 15th Annual Poster Session 2002. Massachusetts General Hospital, Boston, MA, USA.

CA Lemere, ET Spooner, B Malester, J LaFrancois, C Mori, **JF Leverone**, JD Clements, DJ Selkoe, KE Duff. A β immunization of PSAPP mice leads to decreased cerebral A β and a corresponding increase in serum A β (platform). Society for Neuroscience 31st Annual Meeting 2001. San Diego, CA, USA.

JF Leverone, ET Spooner, C Mori, DA Weldon, H Lehman, JD Clements, CA Lemere. E.coli heat labile enterotoxin (LT) dramatically increases anti-A β antibody titers following intranasal (i.n.) A β immunization in mice (poster). Society for Neuroscience 31st Annual Meeting 2001. San Diego, CA, USA.

ET Spooner, **JF Leverone**, C Mori, JD Clements, DJ Selkoe, CA Lemere. Nasal immunization of B6D2F1 mice with heat labile enterotoxin (poster). Massachusetts Alzheimer's Disease Research Center 14th Annual Poster Session 2001. Massachusetts General Hospital, Boston, MA, USA.

Oral Presentations

Palliative Care in Dementia Jeanne Anderson Alzheimer's Conference. Dartmouth Hitchcock Medical Center	2010
End of Life Care in Dementia Palliative Care Department, Dartmouth Hitchcock Medical Center	2011

Licensure and Certification

Board Certification in Geriatric Psychiatry	2014
Board Certification in Psychiatry	2011
New Hampshire Medical License #14086	2008

LISA BURGESS, MBA

Professional Summary

- Detail-oriented professional with 20+ years experience applying financial managerial accounting and revenue cycle practices.
- The ability to lead multiple projects and departments simultaneously
- Leader with strong analytical, problem solving, and organizational skills
- Extensive experience in full life cycle of general accounting.

Areas of Expertise

Lawson (Report Writing)

MAS90 (Crystal Reports reporting)

Banner (WEBI)

Great Plains (FRX Reporting)

ADP Payroll

Microsoft Office (Word, Excel, PowerPoint, Access, Outlook)

EPIC

McKesson

Crystal Reporting

Work Experience

Director of Finance

August 2020 to Present

Rockingham VNA & Hospice – Exeter, NH

- Analyze and present financial results to Board of Trustees
- Effectively communicate 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, C/A Cash, A/R and prepared roll forwards
- Computed and prepared monthly consolidations including elimination entries between department's
- Performed complex general accounting functions, including preparation of journal entries, account analysis and balance sheet reconciliations
- Converted New England EMS Institute from cash basis to accrual basis accounting,

- Implemented as well as trained staff on new accrual basis and continued to be a resource to the staff
- Assisted with the implementation of new Pharmacy system and developed a reconciliation process
- Led in reconciling a complex lab reconciliation that was outstanding and unreconciled for 10 years upon arrival
- Developed, analyzed and trained department on various accounting reconciliations including Works EFT program and Paymode
- Resource to the department with streamlining tasks, formula questions and ways to be more efficient with daily tasks
- Prepare year-end audit papers and respond to auditor's questions

Accountant II/Supervisor

May 2005 to November 2007

July 2000-July 2004

University System of New Hampshire

- Supervised and scheduled the work for a team of five (1 full time and four part-time employees) in all facets of Fixed Assets and Equipment
- Provided coaching, training and feedback to all employees on daily tasks.
- Led a six-month Fixed Asset conversion software project by working with IT on required modules, reconciling before the conversion
- Trained, developed reporting and coached F/A clerk on the new system
- Assisted F/A clerk with biennial inventory process and worked with Directors to ensure reports were received back within a 30-day timeframe
- Responsible for monitoring and assigning attributes to fund/org/accounts that are established by department directors
- Reconcile and perform the A133 reconciliation for the annual audit
- Prepare all necessary work papers for Fixed Assets and Indirect Cost at year end close
- Analyzed Actual to budget variances above 10% on the P & L quarterly and provided reconciliations to support financial statements
- Prepared and analyzed auxiliary and internally designated schedule for the financial statements
- Prepared numerous work papers for year-end audit provided to PWC
- Assisted trustee packages by preparing financial data for charts and graphs
- Prepare specific footnotes to support the financial statements
- Examined financial ratios and prepare charts and graphs through specific data
- Prepare deferred revenue and accrued expense entries when needed at the end of the year
- Audited Purchasing Card documents for all USNH departments to ensure departments are following proper policies and procedures to prevent fraudulent activity
- Assisted business managers in ways of correcting reoccurring findings or issues during audits
- Prepared funding requisitions and reconcile bank statements related to HEFA and KEEP constructions projects
- Reconciled Accounts Payable on a monthly basis and provide journal entries to correct variances

Education

Crystal Reports Certification Report Writing
May 2021

Epic Certification Reporting Workbench 2017

Madison WI

University of Phoenix December 2015

Phoenix, AZ

Health Informatics Certification-GPA 4.00

Plymouth State College May 2005

Plymouth, NH

MBA-GPA 3.75

New Hampshire College June 2002

Dover, NH

Business Accounting

Bachelor's Degree-GPA 3.70

WASSFY M. HANNA, M. D.
[REDACTED]
[REDACTED]
[REDACTED]

Experience

Medical Director

Responsible for insuring the delivery of quality psychiatric care
Seacoast Mental Health Center
Portsmouth, New Hampshire
1975-Present

Medical Director

Responsible for insuring delivery of psychiatric care to children, adolescents,
and their families
Portsmouth Pavilion Adolescent Unit
Portsmouth, New Hampshire
1988-Present

Private Practice

Psychiatric treatment of adults and of children and their families
1968-Present

Chief of Psychiatry

Insure quality of psychiatric care delivered at Portsmouth Pavilion
Portsmouth Hospital
1987-1993

Director of Training

Responsible for training of Harvard Fellows in Child Psychiatry
Gaebler Training Program in Child Psychiatry
Gaebler Children's Center
Waltham, Massachusetts
1975-1985

Staff Psychiatrist

Gaebler Children's Center
Waltham, Massachusetts
1968-1975

Staff Psychiatrist

Metropolitan Hospital
Waltham, Massachusetts
1963-1965

Teaching Appointments

Assistant Clinical Professor of Psychiatry

Responsible for the education of third year Tufts University Medical Students
during their rotation in Child Psychiatry and for Tufts University residents in
Adult Psychiatry during their rotation in Child Psychiatry
Tufts University Medical School
Boston, Massachusetts
1979-1985

Clinical Instructor in Psychiatry
Responsible for training of Harvard Fellows in Child Psychiatry
Harvard Medical School
Cambridge, Massachusetts
1968-1985

Appointments

Examiner
Child Psychiatry
American Board of Psychiatry and Neurology
1986-Present

Trustee
Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire
1992-Present

Education

Graduated Cairo University Medical School
Cairo, Egypt
January, 1957

Rotating Internship
Cairo University Hospital
Cairo, Egypt
1957-1958

Residency in Neurology
Cairo University Hospital
Cairo, Egypt
1958-1960

Residency in Adult Psychiatry
Metropolitan Hospital
Waltham, Massachusetts
1961-1963

Fellowship in Child Psychiatry
Harvard Medical School
Gaebler Children's Center
Waltham, Massachusetts
1965-1967

Board Certifications

Board Certified in Neurology
Cairo University
Cairo, Egypt
1960

Board Certified in Adult Psychiatry
American Board of Psychiatry and Neurology
1971

Board Certified in Child Psychiatry
American Board of Psychiatry and Neurology
1984

Licensure

Licensed to practice medicine in New Hampshire

Licensed to practice medicine in Massachusetts

Hospital Affiliations

Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire

Exeter Hospital
Exeter, New Hampshire

Saint Elizabeth Hospital (past affiliation)
Brighton, Massachusetts

Gaebler Children's Center (past affiliation)
Waltham, Massachusetts

Professional Memberships

American Psychiatric Association

New England Council of Child Psychiatry

New Hampshire Medical Society

New Hampshire Psychiatric Society

Publications

"Attention Deficit Disorder", 1978
American Psychiatric Association Continuous Medical Education Course, Child
Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-
1983

"Elective Mutism", 1978
American Psychiatric Association Continuous Medical Education Course, Child
Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-
1983

"Enuresis", 1978

American Psychiatric Association Continuous Medical Education Course, Child
Psychiatry for the General Psychiatrist

Presented at the Annual Meeting of the American Psychiatric Association, 1979-
1983

"The Importance of Follow-up in Latency" (Gair and Hanna), 1971

Presented at the Ortho-Psychiatry Annual Meeting, 1971

"Imaginary Companion and Superego Development" (Gair and Hanna), 1968

Presented at the Annual Meeting of the American Academy of Child Psychiatry,
1968

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%	