



Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

ARC  
5A

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

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

May 17, 2024

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with the Contractor listed below in **bold** to modify the scope of services to continue Certified Community Behavioral Health Clinic Planning activities, including support in certifying a third CCBHC, developing quality improvement strategies and templates for both state and clinic level CCBHC, and remaining part of the CCBHC State Leadership group, with no change to the price limitation of \$43,761,925 and no change to the contract completion date of June 30, 2025, effective upon Governor and Council approval.

The original contract was approved by Governor and Council on June 14, 2023, item #31.

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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The Mental Health Center of Greater Manchester Manchester, NH	177184-B001	Region 7	\$6,662,413
Seacoast Mental Health Center, Inc, Portsmouth, NH	174089-R001	Region 8	\$3,518,773
Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County Dover, NH	177278-B002	Region 9	\$3,052,145
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Region 10	\$5,972,669
		<b>Total:</b>	<b>\$43,761,925</b>

#### EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor is the only authorized contractor able to provide the necessary services. The Department contracts for mental health services through this Community Mental Health Center, which is designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to modify a section of the scope of services by removing the completion date specified for Certified Community Behavioral Health Clinic Planning activities. The Department was awarded a no-cost extension of its New Hampshire Certified Behavioral Health Clinic Planning Year (H79SMO87622) grant on February 21, 2024, by the Substance Abuse and Mental Health Services Administration. This no-cost extension will enable the Contractor to continue its transition from a Community Mental Health Center to a Certified Community Behavioral Health Clinic model.

Approximately 20,700 individuals are served annually by the Contractors listed above. The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Contractor will continue to provide support and leadership in the development of infrastructure development for the Certified Community Behavioral Health Clinic model as well as provided support and leadership in quality improvement activities. This contract includes provisions for Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

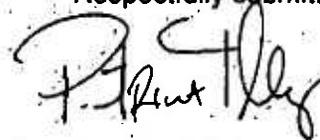
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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The Department will continue to monitor services by:

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

Should the Governor and Executive Council not authorize this request, the Department will not be able proceed with the no-cost extension to continue the transition from a Community Mental Health Center to a Certified Community Behavioral Health Clinic model.

Respectfully submitted,



*Lori A. Weaver*  
Lori A. Weaver  
Commissioner

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Modify Exhibit B, Scope of Services; Section 10 title, with no change to the rest of the section, to read:
  10. Certified Community Behavioral Health Clinic (CCBHC) Planning

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

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

State of New Hampshire  
Department of Health and Human Services

5/22/2024  
Date

DocuSigned by:  
*Katja S. Fox*  
ED0D95804C83442  
Name: Katja S. Fox  
Title: Director

West Central Services, Inc.  
DBA West Central Behavioral Health

5/22/2024  
Date

DocuSigned by:  
*Robert Gonyo*  
F036718500E1476...  
Name: Robert Gonyo  
Title: CFO

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

OFFICE OF THE ATTORNEY GENERAL

5/28/2024

Date

DocuSigned by:  
*Robyn Guarino*

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 85174

Certificate Number: 0006692178



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of May A.D. 2024.

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

David M. Scanlan  
Secretary of State

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL BEHAVIORAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on February 05, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 367817

Certificate Number: 0006692177



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of May A.D. 2024.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

I, William C. Torrey hereby certify that:

- 1. I am a duly elected Clerk/Secretary/Officer of West Central Services, Inc., dba West Central Behavioral Health
- 2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 16, 2023, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Alexander J. Horvath, President and Chief Executive Officer, and/or Robert Gonyo, Chief Financial Officer, are duly authorized on behalf of West Central Services, Inc., dba West Central Behavioral Health to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 5/21/24

William C. Torrey

Signature of Elected Officer  
Name: William C. Torrey  
Title: Chair, Board of Directors.

STATE OF NEW HAMPSHIRE

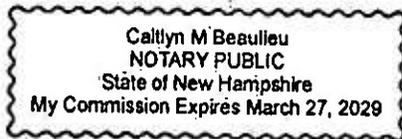
County of Grafton

The foregoing instrument was acknowledged before me this 21 day of may, 2024.

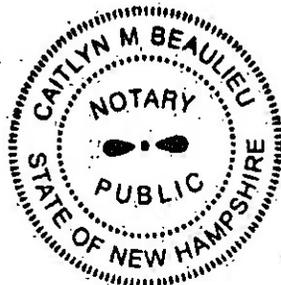
By: William C Torrey  
(Name of Elected Clerk/Secretary/Officer of the Agency)

Caitlyn M Beaulieu  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2023

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

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

<b>PRODUCER</b> MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.carrequest@Marsh.com  CN102105463-gaup-23-24	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td></td> <td>18058</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Philadelphia Indemnity Insurance Company		18058	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER F :																						

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-010982297-13                      **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK2617854	11/01/2023	11/01/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		PHPK2617853	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		PHUB888972	11/01/2023	11/01/2024	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Healthcare Professional Liability - Claims Made		PHPK2617854	11/01/2023	11/01/2024	Each Claim:	1,000,000
						Aggregate:	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Coverage Mental Health Services Contract

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Marsh USA LLC</i>





Effective Date:  
May 15, 2018

### **Mission**

West Central Behavioral Health's mission is to promote the health and quality of life of individuals, families and communities by providing treatment for mental illness and substance use disorders, while helping to reduce the stigma associated with these challenging conditions.

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

**FINANCIAL STATEMENTS**

June 30, 2023

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License #167

## INDEPENDENT AUDITOR'S REPORT

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

### **Opinion**

We have audited the accompanying financial statements of West Central Services, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023 and 2022, and the related statements of operations and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of West Central Services, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about West Central Services, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
Page 2

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of West Central Services, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events considered in the aggregate, that raise substantial doubt about West Central Services, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

### **Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 16-19 is presented for the purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Kittell, Branagan + Sargent*

St. Albans, Vermont  
September 12, 2023

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

## STATEMENTS OF FINANCIAL POSITION

June 30,

ASSETS

	<u>2023</u>	<u>2022</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 2,313,640	\$ 4,571,313
Certificates of deposit	2,497,595	-
Investments	1,590,299	961,700
Restricted cash	82,853	86,253
Accounts receivable - trade, net	365,853	354,401
Accounts receivable - other	466,882	366,232
Prepaid expenses	114,235	139,027
<b>TOTAL CURRENT ASSETS</b>	<u>7,431,357</u>	<u>6,478,926</u>
<b>PROPERTY &amp; EQUIPMENT, NET</b>	<u>577,354</u>	<u>664,481</u>
<b>OTHER ASSETS</b>		
Right to use asset	1,718,961	-
Deposits	29,321	26,880
<b>TOTAL OTHER ASSETS</b>	<u>1,748,282</u>	<u>26,880</u>
<b>TOTAL ASSETS</b>	<u>\$ 9,756,993</u>	<u>\$ 7,170,287</u>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 72,499	76,992
Accrued payroll and related expenses	112,872	160,905
Deferred revenue	57,604	381,415
MOE payback liability	278,507	426,863
Deposits and other current liabilities	7,514	6,166
Current portion of operating lease liability	598,987	-
<b>TOTAL CURRENT LIABILITIES</b>	<u>1,127,983</u>	<u>1,052,341</u>
<b>LONG-TERM LIABILITIES</b>		
Long-term debt, less current portion	543,715	543,715
Operating lease liability, less current portion	1,140,187	-
<b>TOTAL LONG-TERM LIABILITIES</b>	<u>1,683,902</u>	<u>543,715</u>
<b>TOTAL LIABILITIES</b>	<u>2,811,885</u>	<u>1,596,056</u>
<b>NET ASSETS</b>		
Net Assets without donor restrictions	6,596,438	5,358,067
Net Assets with donor restrictions	348,670	216,164
<b>TOTAL NET ASSETS</b>	<u>6,945,108</u>	<u>5,574,231</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 9,756,993</u>	<u>\$ 7,170,287</u>

See Accompanying Notes to Financial Statements.

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

## STATEMENTS OF OPERATIONS

For the Years Ended June 30,

	2023			2022
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	Total	
<b>PUBLIC SUPPORT AND REVENUES</b>				
Public support -				
State of New Hampshire -- BBH	\$ 909,153	\$ -	\$ 909,153	\$ 1,040,394
Other public support	173,318	226,402	399,720	503,661
Grants	1,117,977	-	1,117,977	708,110
Net assets released from restriction	93,896	(93,896)	-	-
Total public support	<u>2,294,344</u>	<u>132,506</u>	<u>2,426,850</u>	<u>2,252,165</u>
Revenues -				
Program service fees	7,673,526	-	7,673,526	8,492,905
Contracted services	336,401	-	336,401	301,786
Rental income	170,930	-	170,930	158,390
Other revenues	401,618	-	401,618	381,437
Total Revenues	<u>8,582,475</u>	<u>-</u>	<u>8,582,475</u>	<u>9,334,518</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>10,876,819</u>	<u>132,506</u>	<u>11,009,325</u>	<u>11,586,683</u>
<b>EXPENSES</b>				
Adult Maintenance	2,665,318	-	2,665,318	2,638,396
Adult Vocational	109,251	-	109,251	116,993
Children	2,760,887	-	2,760,887	3,092,799
ACT Team	731,143	-	731,143	683,772
Emergency Services	992,505	-	992,505	890,540
Housing services	1,234,924	-	1,234,924	1,463,109
General adult	108,303	-	108,303	265,009
Bridges	373,973	-	373,973	348,058
Other program services	825,254	-	825,254	364,532
<b>TOTAL EXPENSES</b>	<u>9,801,558</u>	<u>-</u>	<u>9,801,558</u>	<u>9,863,208</u>
<b>CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES</b>	<u>1,075,261</u>	<u>132,506</u>	<u>1,207,767</u>	<u>1,723,475</u>
<b>OTHER INCOME</b>				
Investment Income (loss)	163,110	-	163,110	(133,619)
<b>TOTAL INCREASE IN NET ASSETS</b>	<u>1,238,371</u>	<u>132,506</u>	<u>1,370,877</u>	<u>1,589,856</u>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>5,358,067</u>	<u>216,164</u>	<u>5,574,231</u>	<u>3,984,375</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 6,596,438</u>	<u>\$ 348,670</u>	<u>\$ 6,945,108</u>	<u>\$ 5,574,231</u>

See Accompanying Notes to Financial Statements.

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

## STATEMENTS OF CASH FLOWS

For the Years Ended June 30,

	<u>2023</u>	<u>2022</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ 1,370,877	\$ 1,589,856
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	93,115	105,294
Loss on sale of BIS	-	(22,300)
Loss on disposal of assets	-	(4,240)
(Increase) decrease in the following assets:		
Accounts receivable - trade	(11,452)	(2,523)
Accounts receivable - other	(100,650)	(56,920)
Prepaid expenses	24,792	(22,548)
Restricted cash	3,400	6,880
Security deposits	(2,441)	-
Right to use asset	(1,718,961)	-
Increase (decrease) in the following liabilities:		
Accounts payable	(4,493)	(26,969)
Accrued payroll and related expenses	(48,033)	(130,156)
Deferred revenue	(323,811)	151,787
MOE payback liability	(148,356)	426,863
Deposits and other current liabilities	1,348	(45,616)
Operating lease liabilities	1,739,174	-
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>874,510</u>	<u>1,969,408</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from sale of asset	-	9,748
Proceeds from sale of Investment in BIS	-	137,176
Purchase of property and equipment	(5,988)	(164,313)
Investment activity, net	(3,126,194)	137,085
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>(3,132,182)</u>	<u>119,696</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds on line of credit	112,074	94,168
Repayment on line of credit	(112,074)	(94,168)
NET CASH USED BY FINANCING ACTIVITIES	<u>-</u>	<u>-</u>
<b>NET INCREASE (DECREASE) IN CASH</b>	(2,257,673)	2,089,104
<b>CASH AT BEGINNING OF YEAR</b>	<u>4,571,313</u>	<u>2,482,209</u>
<b>CASH AT END OF YEAR</b>	<u>\$ 2,313,640</u>	<u>\$ 4,571,313</u>
<b>SUPPLEMENTAL DISCLOSURE</b>		
Cash paid during the year for interest	<u>\$ 18</u>	<u>\$ 9</u>

See Accompanying Notes to Financial Statements.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

West Central Services, Inc. d/b/a West Central Behavioral Health (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs; it is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore, no provision for income tax expense has been reflected in these financial statements.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2020, remain open for potential examination by major tax jurisdictions generally for three years after they were filed.

Basis of Presentation

The financial statements have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Center and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

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

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

The Center considers cash on hand, cash in banks and all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

Investments

CD's purchased with a maturity of more than three months are classified as "held to maturity" and reported in the financial statements at amortized cost.

All equity securities held by the Center have readily determinable fair market values and are reported at fair value. Realized gains and losses are determined using the first-in, first-out (FIFO) method. Both realized and unrealized gains and losses on equity securities are reported in net income.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During 2023, the Center decreased its estimated percentage in the allowance for doubtful accounts to 26% from 31% of the total patient receivables. The allowance for doubtful accounts decreased to \$127,629 as of June 30, 2023 from \$157,842 as of June 30, 2022.

Property and Equipment

All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of \$1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 2-40 years.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

The Center reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition.

In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Client Service Revenue

On July 1, 2020, the Center adopted ASC Topic 606 with no significant impact to its financial position or operations, using the modified retrospective method.

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 clients, 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, 2023 totaled \$7,673,526, of which \$7,633,265 was revenue from third-party payers and \$40,261 was revenue from self-pay clients.

Third-Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payers. The Center receives payment from Medicare, Medicaid, Blue Cross and other third-party payers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of payment is recorded as allowances when received and/or billed. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Vacation Pay and Fringe Benefits

Annual vacation allotments are granted to employees that are regularly scheduled to work 20 or more hours per week, if an employee works less than 37.5 hours per week the time earned will be prorated based on their FTE. Eligible employees are able to accrue hours starting at the beginning of each calendar year and accrued time is to be utilized by December 31<sup>st</sup>; with the exception of up to 5 days that is allowed to be carried over into the new calendar year. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the program.

Advertising

Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2023, and 2022 was \$36,524 and \$32,770, respectively.

Concentration of Credit Risk

The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. The majority of the payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs. Additionally, there are payments for services rendered to other Medicaid clients on the basis of fixed Fee for Service rates.

Approximately 93% and 90% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the years ended June 30, 2023 and 2022, respectively. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2023

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. The Center has accrued an estimated payback of \$278,507 and \$426,863 for the years ended June 30, 2023 and 2022, respectively. These liabilities are included in other current liabilities on the statement of financial position.

NOTE 3 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2023 for general expenditures are as follows:

Cash and Cash Equivalents	\$ 2,313,640
Accounts Receivable (net)	832,735
Certificates of deposit	2,497,595
Investments	<u>1,590,299</u>
 Financial assets available within one year for general expenditures	 <u>\$ 7,234,269</u>

Restricted deposits and reserves are restricted for specific purposes and therefore are not available for general expenditures. Investments in real estate and partnerships are not included as they are not considered to be available within one year.

As part of the Center's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

NOTE 4 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	<u>2023</u>	<u>2022</u>
ACCOUNTS RECEIVABLE - TRADE		
Medicaid	\$ 273,393	\$ 333,625
Medicare	22,575	18,363
Third party insurance companies	174,816	111,992
Clients	<u>22,698</u>	<u>48,263</u>
	493,482	512,243
Allowance for doubtful accounts	<u>(127,629)</u>	<u>(157,842)</u>
	<u>\$ 365,853</u>	<u>\$ 354,401</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2023

NOTE 4 ACCOUNTS RECEIVABLE (continued)

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

	<u>2023</u>	<u>2022</u>
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	\$ 56,282	\$ 56,042
Bridges Housing Program	86,276	91,922
Bureau of Behavioral Health	176,521	99,422
MCO Directed Payments	58,040	118,846
CCBHC Grant	60,780	-
Accrued Interest	28,983	-
	<u>\$ 466,882</u>	<u>\$ 366,232</u>

NOTE 5 PROPERTY AND EQUIPMENT

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

	<u>2023</u>	<u>2022</u>
Land	\$ 20,695	\$ 20,695
Building and improvements	834,639	838,114
Furniture, fixtures and equipment	422,587	415,973
Vehicles	81,842	81,842
Project in Progress	19,753	16,905
	<u>1,379,516</u>	<u>1,373,529</u>
Accumulated Depreciation	<u>(802,162)</u>	<u>(709,049)</u>
NET BOOK VALUE	<u>\$ 577,354</u>	<u>\$ 664,481</u>

Depreciation expense for the years ended June 30, 2023 and 2022 was \$93,115 and \$105,294, respectively.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2023

NOTE 6 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

<u>2023</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Certificate of Deposit	\$ 2,500,000	\$ (2,405)	\$ 2,497,595
Equity Funds	\$ 1,387,781	\$ 202,518	\$ 1,590,299
<u>2022</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	\$ 830,956	\$ 130,744	\$ 961,700

Investment income consisted of the following at June 30,:

	<u>2023</u>	<u>2022</u>
Interest and dividends	\$ 86,377	\$ 19,967
Realized gains	7,364	20,994
Unrealized gains (losses)	69,369	(174,580)
	<u>\$ 163,110</u>	<u>\$ (133,619)</u>

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested \$88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment was being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2023 and 2022 was \$0 and \$5,727, respectively.

The Center sold its 50% investment in BIS on December 31, 2021, for \$137,176 for a gain of \$22,301 which is recorded in other revenues on the statement of functional revenues for the year ended June 30, 2022.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2023

NOTE 7 FAIR VALUE MEASUREMENTS

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

Basis of Fair Value Measurement

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

All investments recorded at fair value are categorized as Level 1 and recorded at fair value, as of June 30, 2023. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 8 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

	<u>2023</u>	<u>2022</u>
ARPA Grant	\$ 31,604	\$ 140,415
Future Operating Expenses	15,000	30,000
Scholarship Program	-	200,000
Bridge Program	<u>11,000</u>	<u>11,000</u>
	<u>\$ 57,604</u>	<u>\$ 381,415</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2023

NOTE 9 LONG-TERM DEBT

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

	<u>2023</u>	<u>2022</u>
Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.	\$ 543,715	\$ 543,715

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

<u>Year Ending June 30,</u>	<u>Amount</u>
2024	\$ -
2025	-
2026	-
2027	-
2028	-
Thereafter	<u>543,715</u>
	<u>\$ 543,715</u>

No interest expense was incurred on the above long-term debt during the years ended June 30, 2023, and 2022.

NOTE 10 LINE OF CREDIT

As of June 30, 2023 and 2022, the Center had available a line of credit with maximum amounts available of \$500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2023 and 2022, the outstanding balance was \$-0-. The effective interest rate at June 30, 2023 and 2022 was 8.0% and 3.5%, respectively. Interest expense on the line of credit was \$18 and \$9 for the years ended June 30, 2023 and 2022, respectively. The line of credit expires in April 2024.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2023

NOTE 11 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center was a 50% owner in BIS for which it contracts for management information systems and information technology support. During June 30, 2023 and 2022, the Center paid BIS \$0 for services rendered. At June 30, 2023 and 2022, the Center owed BIS \$0 for current services. The Center sold its investment in BIS effective December 31, 2021.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services provided by clinical personnel. During fiscal years ended June 30, 2023 and 2022 the Center paid \$218,643 and \$256,538, respectively.

NOTE 12 EMPLOYEE RETIREMENT PLAN

The Center maintains a tax deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. The Center reinstated a match which was effective in January, 2020 and all eligible employees receive a 50% match for their first 4% of contributions. During the years ended June 30, 2023 and 2022, the total employer contributions into this retirement plan were of \$56,752 and \$58,424.

NOTE 13 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers is as follows:

	<u>2023</u>	<u>2022</u>
Due from clients	5 %	9 %
Insurance companies	35	22
Medicaid	55	65
Medicare	<u>5</u>	<u>4</u>
	<u>100 %</u>	<u>100 %</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2023

**NOTE 14 OPERATING LEASES**

The Center leases real estate and equipment under various operating leases. The determination of whether an arrangement is a lease is made at the inception of the lease. Under ASC 842, a contract is (or contains) a lease if it conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all of the economic benefits from the use of the asset and the right to direct the use of the asset. Management only reassesses its determination if the terms and conditions of the contract are changed in a way that eliminates their rights. The allocation of consideration in the contract is recognized on a straight line basis over the term of the lease.

The Center adopted FASB ASC 842 effective July 1, 2022. The Center has elected to apply the short-term lease cost exception to all leases with a term of one year or less. The Center has also elected not to restate comparative periods or separate lease and non-lease components by class of underlying assets.

The adoption of the standard resulted in an increase in operating lease right-of-use (ROU) asset of \$1,700,141, an increase in rent expense of \$20,209, and an increase in lease liability of \$1,720,350.

As of June 30, 2023, the ROU asset had a balance of \$1,718,961, as shown in noncurrent assets on the balance sheet, the lease liability is included in current liabilities for \$598,987 and long-term liabilities for \$1,140,187. The lease asset and liability were calculated utilizing the incremental borrowing rate at the inception of the lease.

Certain lease agreements include variable payments which are not determinable at the lease commencement and are not included in the measurement of the lease asset and liabilities. Lease agreements do not contain any material residual value guarantees or material restrictive covenants.

	<u>Year Ended</u> <u>6/30/2023</u>
<b>Operating:</b>	
Operating Lease Cost, included in rent expense	\$ 562,797
Operating Lease Cost, included in equipment rent	14,951
Short-term leases, included in rent expense	91,341
Short-term leases, included in equipment rent	6,748
Variable lease payments, included in rent expense	<u>20,209</u>
Total lease cost	<u>\$ 696,046</u>
 <b>Cash flow information:</b>	
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flow from operating leases	<u>\$ 582,208</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2023

NOTE 14 OPERATING LEASES (continued)

Weighted Average of remaining lease term:

Operating Leases 5 Years

Weighted Average Discount Rate

Operating Leases 6.00%

Maturities of operating lease liabilities as of June 30, 2023:

	Operating Leases
2024	\$ 601,291
2025	454,727
2026	318,010
2027	311,926
2028	281,968
Total	1,967,922
Less amounts representing interest	(228,748)
Present value of lease liabilities	\$ 1,739,174

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions are restricted and summarized as follows as of June 30,:

	2023	2022
Children's Program	\$ 32,941	\$ 104,584
Student Loan Assistance Program	226,000	-
Integrated Care	77,394	98,265
Other Contributions with Restrictions	12,335	13,315
	\$ 348,670	\$ 216,164

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

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 12, 2023, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2023, have been incorporated into the basic financial statements herein.

**SUPPLEMENTARY INFORMATION**

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

## ANALYSIS OF CLIENT SERVICE FEES

For the Year Ended June 30, 2023

	Accounts Receivable, Beginning	Gross Fees	Contractual Allowances & Discounts	Cash Receipts	Accounts Receivable, Ending
CLIENT FEES	\$ 48,263	\$ 485,458	\$ (445,196)	\$ (65,827)	\$ 22,698
OTHER INSURANCE	111,992	501,312	(148,655)	(289,833)	174,816
MEDICAID	333,625	8,018,330	(894,284)	(7,184,278)	273,393
MEDICARE	<u>18,363</u>	<u>410,418</u>	<u>(253,857)</u>	<u>(152,349)</u>	<u>22,575</u>
TOTALS	<u>\$ 512,243</u>	<u>\$ 9,415,518</u>	<u>\$ (1,741,992)</u>	<u>\$ (7,692,287)</u>	<u>\$ 493,482</u>

West Central Services, Inc.  
 d/b/a West Central Behavioral Health  
**ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES**  
 For the Year Ended June 30, 2023

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) from BBH End of Year
Contract Year, June 30, 2023	\$ 99,422	\$ 909,153	\$ (832,054)	\$ 176,521

Analysis of  
Receipts  
Date of Receipt  
Deposit Date

Amount

07/13/22	\$ 12,323
08/02/22	20,143
08/03/22	49,634
09/03/22	2,467
09/28/22	7,323
10/06/22	53,956
10/31/22	50,997
11/09/22	72,900
11/23/22	18,750
12/13/22	54,215
01/19/23	51,203
01/24/23	18,750
02/14/23	70,376
02/21/23	10,000
03/02/23	18,750
03/22/23	13,425
03/24/23	60,139
04/18/23	41,724
04/19/22	56,542
04/28/23	20,789
05/16/23	1,207
06/02/23	1,499
06/06/23	18,750
06/14/23	88,549
06/16/23	4,688
06/21/23	10,000
06/28/23	2,955
	<u>2,955</u>
	\$ 832,054

West Central Services, Inc. d/b/a West Central Behavioral Health  
**STATEMENT OF FUNCTIONAL REVENUES**  
 For the Year Ended June 30, 2023, with  
 Comparative Totals for 2022

	Total Agency	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2022
<b>Program Services Fees</b>												
Net Client Fees	\$ 40,281	\$ 40,261	\$ 22,529	\$ 1,120	\$ 9,558	\$ 410	\$ 4,141	\$ 2,503	\$ -	\$ -	\$ -	\$ 125,220
Medicaid	7,124,045	7,124,045	1,528,403	55,825	3,214,597	492,090	250,905	1,582,224	-	-	-	7,683,512
Medicare	158,581	156,561	140,612	-	-	12,328	-	3,621	-	-	-	202,451
Other Insurance	352,659	352,659	128,624	-	204,768	10,430	8,625	208	-	-	6	481,722
<b>Public Support - Other</b>												
Local/County Gov't.	74,260	74,260	25,991	743	24,506	5,941	2,228	8,169	2,970	-	3,713	62,649
Donations/Contributions	303,584	303,584	113,944	2,913	96,119	23,301	8,738	32,040	11,651	-	14,878	427,757
Grants	639,752	639,752	291,141	5,304	230,183	26,432	10,162	36,844	13,216	-	26,470	658,417
Other Federal Grants	478,225	478,225	-	-	-	-	-	-	-	-	478,225	49,693
Other Public Support	21,876	21,876	-	-	21,876	-	-	-	-	-	-	13,255
<b>BBH</b>												
Community Mental Health	909,153	909,153	21,339	610	27,587	142,378	617,433	6,707	2,439	-	90,661	1,040,394
Other BBH	336,401	336,401	63,281	-	9,535	-	153,827	-	-	-	109,778	301,786
Rental Incomes	170,930	170,930	4,079	-	-	-	-	166,851	-	-	-	158,390
Other Revenues	401,618	401,618	10,320	269	13,754	2,160	810	3,030	1,080	368,733	1,461	381,437
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<b>\$ 11,009,325</b>	<b>\$ 11,009,325</b>	<b>\$ 2,350,243</b>	<b>\$ 66,784</b>	<b>\$ 3,852,483</b>	<b>\$ 715,470</b>	<b>\$ 1,056,869</b>	<b>\$ 1,842,195</b>	<b>\$ 31,358</b>	<b>\$ 368,733</b>	<b>\$ 725,192</b>	<b>\$11,586,683</b>

West Central Services, Inc. d/b/a West Central Behavioral Health  
**STATEMENT OF FUNCTIONAL EXPENSES**  
 For the Year Ended June 30, 2023, with  
 Comparative Totals for 2022

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2022
<b>Personnel Costs:</b>													
Salary & Wages	\$ 6,092,247	\$ 556,214	\$ 5,536,033	\$ 1,522,677	\$ 57,315	\$ 1,604,450	\$ 422,088	\$ 702,021	\$ 653,430	\$ 41,090	\$ 43,283	\$ 489,679	\$ 6,232,393
Employee Benefits	711,714	39,784	671,930	184,926	11,258	226,413	69,686	51,177	72,279	5,958	9,012	41,221	725,730
Payroll Taxes	436,382	46,540	389,842	105,632	4,002	107,870	30,300	52,237	48,016	2,964	3,185	35,636	432,349
<b>Professional Fees:</b>													
Professional Fees	303,502	30,032	273,470	84,265	1,614	111,829	12,914	4,843	18,688	6,457	555	32,305	328,017
<b>Staff Devel. &amp; Training:</b>													
Staff Development	58,071	7,673	50,398	1,206	3	2,180	12	353	-	-	2	46,642	19,801
<b>Occupancy Costs:</b>													
Rent	959,997	23,000	936,997	186,655	13,678	170,733	55,295	67,304	111,906	4,293	292,324	34,809	869,593
Other Utilities	86,772	-	86,772	13,139	878	19,417	4,182	1,094	44,503	547	522	2,490	86,657
Maintenance and Repairs	75,731	6,005	69,726	10,775	608	16,165	3,269	3,488	31,706	673	1,109	1,933	46,098
Taxes	36,000	-	36,000	-	-	-	-	-	36,000	-	-	-	36,000
Other Occupancy Costs	207,866	-	207,866	72,603	4,741	70,118	16,523	23,291	5,842	2,125	955	11,668	224,409
<b>Consumable Supplies:</b>													
Office/Building/Household	42,180	9,247	32,933	7,009	585	4,260	2,485	6,904	9,648	-	461	1,581	55,941
Food	33,079	465	32,614	870	-	1,272	67	-	28,516	-	-	1,889	33,954
Equipment Rental	21,699	5,053	16,646	5,704	479	3,075	1,876	3,113	749	220	292	1,138	23,682
Equipment Maintenance	9,748	2,288	7,460	2,048	180	2,524	731	762	663	-	119	433	271
Depreciation	93,115	6,357	86,758	24,284	674	18,546	4,321	13,251	19,824	2,160	-	3,698	105,294
Advertising	36,524	-	36,524	1,922	55	1,812	439	165	604	-	-	31,527	32,770
Membership Dues	71,792	-	71,792	23,702	690	22,133	5,296	2,136	7,291	2,585	109	7,850	61,933
Telephone/Communications	83,192	17,503	65,689	21,564	678	19,032	3,717	8,538	8,768	624	614	2,154	89,556
Postage/Shipping	4,448	2,454	1,994	766	67	353	264	97	78	-	212	159	5,424
<b>Transportation:</b>													
Staff/Clients	66,920	6,260	60,660	17,111	677	12,581	13,403	766	2,170	-	1,707	12,245	60,778
<b>Insurance:</b>													
General/Liability	191,180	-	191,180	58,238	2,237	54,792	13,287	20,948	27,913	3,201	3,219	7,345	206,671
Interest Expense	58	-	58	20	1	19	5	2	6	2	-	3	9
Other Expenditures	179,341	30,303	149,038	51,235	1,146	37,715	9,505	6,961	16,443	4,665	943	20,425	185,878
<b>TOTAL EXPENSES</b>	<b>9,801,558</b>	<b>789,178</b>	<b>9,012,380</b>	<b>2,396,351</b>	<b>101,566</b>	<b>2,507,289</b>	<b>669,665</b>	<b>969,451</b>	<b>1,145,041</b>	<b>77,564</b>	<b>358,623</b>	<b>786,830</b>	<b>9,863,208</b>
Administrative Allocation	-	(789,178)	789,178	268,967	7,685	253,598	61,478	23,054	89,883	30,739	15,350	38,424	-
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 9,801,558</b>	<b>\$ -</b>	<b>\$ 9,801,558</b>	<b>\$ 2,665,318</b>	<b>\$ 109,251</b>	<b>\$ 2,760,887</b>	<b>\$ 731,143</b>	<b>\$ 992,505</b>	<b>\$ 1,234,924</b>	<b>\$ 108,303</b>	<b>\$ 373,973</b>	<b>\$ 825,254</b>	<b>\$ 9,863,208</b>



**William C. Torrey MD** *Chair*

**Robert Hansen** *Vice Chair*

**Phillip Stocken** *Secretary/Treasurer*

**Aimee Claiborne** *Director*

**Lisa Cohen** *Director*

**Darrell Hotchkiss** *Director*

**Matthew Houde** *Director*

**Brian Lombardo MD** *Director*  
*Chair, Quality Improvement Committee*

**Charlene Lovett** *Director*  
*Chair, Development & Community Relations Committee*

**Brian Marsicovetere** *Director*

**Courtney Porter** *Director*

**Sarah Rutter** *Director*

**Susan Seidler** *Director*

**Sheila Shulman** *Director*  
*Chair, Governance Committee*

**Andrew Smith** *Director*

**Alexander Horvath** *Ex-officio*

## **MATTHEW SQUIRES**

### **EDUCATION**

**Bachelor of Science, Computer Science, Northwestern University, 1990, Evanston, IL**  
**premedical studies, Montana State University-Billings, 2011, Billings, MT**

**Doctor of Medicine, Tulane University School of Medicine, 2017, New Orleans, LA**

**Psychiatry Residency, Dartmouth-Hitchcock Medical Center, Lebanon, NH 2017-2021**

### **LICENSURE, BOARDS**

- **USMLE Step 1, Pass 1st attempt, April 2014**
- **USMLE Step 2 CK, Pass 1st attempt, April 2016**
- **USMLE Step 2 CS, Pass 1st attempt, September 2016**
- **New Hampshire Training Medical License, 2017-2021**
- **USMLE Step 3, Pass 1st attempt, November 2017**
- **Six Sigma Yellow Belt Certification, July 2019**
- **Vermont Training Medical License #060.0005111, 2020-2021**
- **New Hampshire Medical License, #21804, 2021-present**

### **PROFESSIONAL EXPERIENCE**

**Software Development Engineer, Microsoft Corporation, Redmond WA 1990-1998**

- **Projects included handwriting recognition, Windows 95, and Internet Explorer**

**Psychiatrist, West Central Behavioral Health, Lebanon, NH 2021-present**

- **Adult outpatient psychiatrist including ACT, 2021-present**
- **Intellectual Disability psychiatrist, 2021-2023**

**Chief Medical Officer, West Central Behavioral Health, Lebanon, NH 2023-present**

- **Supervise a half dozen doctors and nurses at adult, child, and nursing home sites**
- **Participate in Quality Improvement projects**
- **Represent WCBH medical needs and issues to both internal and statewide committees**

## **PRESENTATIONS, TEACHING**

- **Psychiatry Residency Journal Club**, various topics twice a year, 2017-2021
- **White River Junction VA Addiction Series, Kratom: Does Buprenorphine Grow On Trees?**, February 2019
- **New Hampshire Hospital Grand Rounds Lecture, Multiple Antipsychotic Administration**, with Dr. Jonathan Greenberg, June 2019
- **"Antipsychotics and Antidepressants"**, Geisel School of Medicine orientation lecture 8 times a year, 2020-2021
- **Psychiatry Resident Supervision, West Central Behavioral Health**, 2.5 hours per week, 2021-present
- **Psychiatry Medical Student Supervision, Geisel School of Medicine**, 2 days per month, 2021-present

## **AFFILIATIONS**

- **American Psychiatric Association**, 2019-present
- **New Hampshire Psychiatric Society**, 2019-present

## **PUBLICATIONS AND POSTERS**

Chavan, R.S., & Squires, M.C., & Krawczewicz, N.M., & Ducote M.D., & Gillette T.B.. (2016). A Digital Incentive Spirometer and Accompanying Video Game Poster presented at: Pediatrics 2040 Trends and Innovations; Orange, CA.

Silverio AI, Squires MC, Knight JC (2019) Electroconvulsive Therapy for Depression When Substance Use Disorders are Comorbid: A Case Report and Review of the Literature . J Addict Res Ther 10:387.

## **COMMUNITY SERVICE**

- **Big Sky Ski Patrol**, Big Sky, MT, 2008-2012
- **Americorps**, St. John's United Nursing Home, Billings MT, 2010-2011
- **NO/AIDS Task Force**, New Orleans LA 2012-2014

# LAURIE MUDGE

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## SUMMARY

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Dedicated, skilled, and respected leader, with over 20 years of management experience, overseeing the provision of high quality and financially profitable programming in mental health care.

## SKILLS

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- Leadership by example
- Dedication to excellence
- Strong communication skills
- Ability to motivate personnel and successfully guide through change
- Advanced decision-making and problem-solving skills
- Understanding of billing and managed care systems
- Knowledge of state and federal regulations

## EXPERIENCE

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### WEST CENTRAL BEHAVIORAL HEALTH, Lebanon NH

#### Chief Operating Officer

2023 - present

- Oversees the clinical service delivery, supporting staffing patterns, supervisory structure and other resources to ensure that program goals are achievable and fiscally viable.
- Develops annual budgets, working with the CEO and CFO, ensuring that accurate staffing patterns and other anticipated expenses are included.
- Uses data from a variety of sources to inform business decisions related to clinical services, program structure, allocation of staff resources and agency priorities.
- Routinely presents data to agency committees and/or the agency board regarding clinical outcomes related to direct care services, which can include but is not limited to: client satisfaction survey data, internal data sets, external audits/fidelity reviews, or other information that describes service outcomes.
- Ensures that services are provided within the scope of the agency's prevailing standards, whether driven by adopted evidence-based practices or contractual mandates.
- Participates in the agency's Quality Improvement Committee and the agency's broader performance improvement program, offering defined strategies to implement that supports improvements in area of defined opportunities of improvement.
- Assesses and facilitates development of professional competencies to support the success and growth of the clinical programs
- Provides comprehensive and equitable performance evaluations direct reports.

- Director** 2001-2023
- Responsible for overseeing all clinical aspects of the programs, ensuring that clinical staff have skills and support to provide high-quality clinical services.
  - Manage the administrative aspects of the program including recruitment, hiring, orientation, training, evaluation and discipline of employees.
  - Successfully maintain financially profitable programs through the close management of revenue and expenses.
  - Develop strong collaborative relationships with other community providers and agencies.
  - Serve as the liaison to the department health and human service's children's behavioral health administrators and other statewide leaders in children's behavioral health.
  - Coach and mentor supervisory staff.
  - Foster a team-oriented work environment.
  - Engage in quality improvement, risk management, and program development activities.
  - Aided in the development of program budget on yearly basis.

- Supervisor, Family Specialist and Child Case Manager Program /Child Clinician** 1998-2000
- Provided clinical supervision to staff.
  - Responsible for the administrative oversight of the programs.
  - Provide individual, group and family therapy to children and their families

- Family Specialist** 1997-1998
- Provided home based family therapy to high need families, in which both the child and caregiver had a mental illness.

- DARTMOUTH COLLEGE, Lebanon, NH**  
**Independent Consultant** 2021
- Worked with a team of doctors, psychologists and researchers on the year-long Levy Health Care Delivery Incubator Project, "Accelerating recovery through enhanced psychiatric boarding of pediatric patients".

- NEW ENGLAND COLLEGE, Henniker, NH**  
**Adjunct Faculty, Graduate Program** 2006-2014
- Taught Internship Seminar I, II, III, and Group Psychotherapy, during the periods that the program had a Lebanon cohort.

- FRANKLIN PIERCE COLLEGE**  
**Adjunct Faculty, Undergraduate Program** 2000
- Taught Introduction to Social Work.

**EDUCATION AND TRAINING**

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- UNIVERSITY OF NEW HAMPSHIRE, Durham, NH** 1997  
Master of Social Work
- KEENE STATE COLLEGE, Keene, NH** 1992  
Bachelor of Art in Psychology

## CERTIFICATIONS

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Licensed Clinical Social Worker

1999

## PUBLICATIONS

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Leyenaar, J Arakelyan, M Acquilano, S Gilbert, T, Craig, J; Lee, C; Kodak, S; Ignatova, E; Mudge, L; House, S., Brady, R. (2023). Title: I-CARE: Feasibility, Acceptability and Appropriateness of a Digital Health Intervention for Youth Experiencing Mental Health Boarding. *Journal of Adolescent Health*.

Brady, R. E., St. Ivany, A., Nagarajan, M. K., Acquilano, S. C., Craig, J. T., House, S. A., Mudge, L., & Leyenaar, J. K. (2022). Multistakeholder perspectives on interventions to support youth during mental health boarding. *The Journal of Pediatrics*. <https://doi.org/10.1016/j.jpeds.2022.10.004>

Brunette, M. F., Richardson, F., White, L., Bemis, G., & Eckema, R. E. (2004). Integrated family treatment for parents with severe psychiatric disabilities. *Psychiatric Rehabilitation Journal*, 28(2), 177-180. <https://doi.org/10.2975/28.2004.177.180>

## Alexander J. Horvath

<b>Expertise</b>	
<ul style="list-style-type: none"> <li>• Healthcare economics</li> <li>• Strategic planning</li> <li>• Financial management</li> <li>• Teambuilding</li> <li>• Leadership development</li> <li>• Communication</li> </ul>	<p><b>Lean Six Sigma Black Belt</b> performance improvement combined with a coherent translation of the complex to simple logic. Active listening, transparency, and an acute ability of "getting to yes" promote teams toward strategies that work smarter.</p>
<b>Technology</b>	
<ul style="list-style-type: none"> <li>• Customized spreadsheet builds</li> <li>• Integrated application development</li> <li>• Telehealth</li> <li>• Financial software</li> <li>• Statistical software</li> <li>• Project management software</li> </ul>	<p><b>Proficiency with both utilization and application</b> customizations, supporting team learning, comfort, and confidence with technology tools that enhance the work at hand. Advanced skill with Excel, PowerPoint, Word, Zoom, Webex, Liquid Planner, JIRA, Confluence, Quickbooks.</p>
<b>Publications</b>	
<ul style="list-style-type: none"> <li>• Healthcare delivery costs</li> <li>• Process impact on outcomes</li> <li>• Financial impact of change</li> <li>• Sustainability models</li> </ul>	<p>Warner, CJ, Horvath AJ, Powell RJ, Columbo JA, Walsh TR, Goodney PP, Walsh DB, Stone DH. Endovascular aneurysm repair delivery redesign leads to quality improvement and cost reduction. <i>J Vasc Surg</i> 62:285-289, 2015</p> <p>Stone DH, Horvath AJ, Goodney PP, Rzucidlo EM, Nolan BW, Walsh DB, Zwolak RM, Powell RJ. The Financial Implications of Endovascular Aneurysm Repair in the Cost Containment Era. <i>J Vasc Surg</i> 59:283-290, 2014</p> <p>Warner CJ, Walsh DB, Horvath AJ, Walsh TR, Herrick DP, Prentiss SJ, Powell RJ. Lean principles optimize on-time vascular surgery operating room starts and decrease resident work hours. <i>J Vasc Surg</i> 58:1417-1422, 2013</p>
<b>Presentations</b>	
	<p><i>Launching a Proactive Consultation-liaison Psychiatry Service: A How-to Skills Session for Participants</i>, 2019 ACLP Annual Meeting, Academy of Consultation Liaison Psychiatry, San Diego, CA</p> <p><i>Telemedicine Panel: Return on Investment for Telemedicine</i>, 2015 Northern New England Clinical Oncology Society Spring Meeting, Portsmouth New Hampshire</p>

## Experience

<b>Interim President/CEO</b> <b>October 2023-Present</b>	<b>West Central Behavioral Health, Lebanon, NH</b>
<ul style="list-style-type: none"> <li>• Organizational leadership</li> <li>• Financial management</li> <li>• Strategic planning</li> </ul>	<p><b><i>Community Mental Health Center serving Claremont, Newport, Lebanon and surrounding towns</i></b></p> <ul style="list-style-type: none"> <li>- Interim leader to providing stabilization to the organization during an unanticipated leader transition.</li> <li>- Leading State accreditation re-approval process.</li> <li>- Leading re-engagement of the organization in the CCBHC development and designation process.</li> <li>- Preparing organization for next leader through management re-organization, systems development and improvement, and community partner engagement.</li> </ul>

<b>ADMINISTRATIVE DIRECTOR</b> <b>April 2019-Present</b>	<b>Dartmouth-Hitchcock, Lebanon, NH</b> <b>Department of Psychiatry</b>
<ul style="list-style-type: none"> <li>• Administrative leadership</li> <li>• Financial management</li> <li>• Strategic planning</li> </ul>	<p><b><i>Academic Health System servicing NH and VT</i></b></p> <ul style="list-style-type: none"> <li>- Design and implementation of new administrative structures supporting all areas of the Department (clinical, education and research).</li> <li>- In conjunction with the Department Chair, leadership of strategy execution, operations and improvement projects for the Psychiatric Service Line within the health system.</li> <li>- Administrative and project leadership for multi-disciplinary team to develop coordinated transgender services within the health system.</li> <li>- Administrative and co-project leadership for provider staff planning associated with new patient pavilion opened in 2023</li> <li>- Leadership for all administrative functions, including interface with centralized functions of the health system.</li> <li>- Course leader for psychiatry residents, <i>Understanding and Negotiating Provider Employment Contracts</i>, Dartmouth-Hitchcock, 2019-2023</li> <li>- Course leader for psychiatry residents, <i>Healthcare Economics</i>, Dartmouth-Hitchcock, 2021 - 2023</li> <li>- Course leader for psychology trainees, <i>Business of Psychology</i>, Dartmouth-Hitchcock, 2023</li> <li>- Course leader for neuropsychology post-docs, <i>Business of Neuropsychology</i>, Dartmouth Hitchcock, 2023</li> </ul>

<b>CONSULTANT</b> <b>Dec 2015-present</b>	<b>Tangin, LLC, Enfield, NH</b>
<ul style="list-style-type: none"> <li>• Software implementation</li> <li>• Strategic planning</li> <li>• Executive coaching</li> <li>• Meeting facilitation</li> <li>• Reorganization</li> </ul>	<p>Founding Partner of Tangin, LLC, currently providing consulting services within environments conducive to innovative growth and development of programs, products, and people. Past projects include:</p>

<ul style="list-style-type: none"> <li>• Project management</li> </ul>	<ul style="list-style-type: none"> <li>-Interim financial and operational leadership for the River Valley Club</li> <li>-Mental Health and Substance Use Treatment integration within primary care practices at an academic medical center</li> <li>-Retrospective and predictive analytics platform development and deployment for perioperative services within an academic medical center</li> <li>-Strategic planning for integrated spine care service line within an academic medical center</li> <li>-Project leadership for technological platform customization and migration for Aquifer, an online medical education company</li> <li>-Executive coaching and leadership team development for Aquifer, an online medical education company</li> </ul>
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<p><b>ADMINISTRATIVE DIRECTOR</b> Oct 2013-Jan 2016</p>	<p>Dartmouth-Hitchcock, Lebanon, NH Center for Telehealth</p>
<ul style="list-style-type: none"> <li>• Administrative leadership</li> <li>• Financial management</li> <li>• Strategic planning</li> </ul>	<p><i>Academic Health System servicing NH and VT</i></p> <ul style="list-style-type: none"> <li>-Leadership in strategic industry partnerships for D-H.</li> <li>-Leadership and oversight of telehealth implementations and ongoing operations within D-H and with external customers.</li> <li>-Development and execution of Center for Telehealth strategic, operational, and financial plans in accordance with D-H mission and strategy.</li> </ul>

<p><b>SENIOR PRACTICE MANAGER</b> Aug 2010-Oct 2013</p>	<p>Dartmouth-Hitchcock, Lebanon, NH Heart and Vascular Center</p>
<ul style="list-style-type: none"> <li>• Administrative leadership</li> <li>• Financial management</li> <li>• Strategic planning</li> <li>• Research and process improvement</li> </ul>	<p><i>Academic Health System servicing NH and VT</i></p> <ul style="list-style-type: none"> <li>-Design, development, and implementation of a predictive business model for effective resource allocation; facilitated assignment of people to work rather than work to people.</li> <li>-Alignment of capacity and capability that resulted in more than \$1M of recurring annual operational savings.</li> <li>-Leadership via collaboration, patient-focus, and relationship building hence improving physician and staff satisfaction.</li> <li>-Application and acceptance of clinical trial amongst three competing departments within the organization.</li> <li>-Leadership of several successful multi-disciplinary process improvement projects inclusive of EVAR care path resulting in \$1.5M annual margin impact, national publications, and participation in an international fellowship.</li> <li>-Outreach and program expansion to the Southern regions of NH and VT.</li> <li>-Design and facilitation of a plan for development of the Heart and Vascular Center.</li> </ul>

<b>CHIEF FINANCIAL OFFICER</b> <b>Sept 2003-July 2010</b>	<b>Clara Martin Center, Randolph, VT</b>
<ul style="list-style-type: none"> <li>• Administrative leadership</li> <li>• Financial leadership</li> <li>• Strategic planning</li> <li>• HR oversight</li> </ul>	<p><b>Community Mental Health Center serving Orange County Vermont</b></p> <ul style="list-style-type: none"> <li>- Recruited back to agency for design and implementation of financial turn-around.</li> <li>- Fiscal management inclusive of implementation of new computer systems and technology to facilitate compliance and operational optimization.</li> <li>- Leadership within the state for health policy issues around mental health services and funding.</li> <li>- Development of sustainable financial and operating models for each service line of the organization.</li> <li>- Improved all financial metrics related to liquidity, debt, and performance.</li> <li>- Lead performance management and compensation restructure to align with business goals and objectives.</li> <li>- Focus on community partnerships and integration of mental health services resulting in successful negotiation of numerous community partnerships.</li> </ul>
<b>DIRECTOR OF BUSINESS DEVELOPMENT</b> <b>Sept 2002-Sept 2003</b>	<b>Medical Systems, Inc., Peabody, MA</b>
<ul style="list-style-type: none"> <li>• Planning and operations</li> <li>• Market analysis</li> <li>• Sales and partnerships</li> </ul>	<p><b>Software company providing practice management solutions to FQHCs</b></p> <ul style="list-style-type: none"> <li>- Evaluation of business partnerships and acquisitions.</li> <li>- Development of product outreach and sales plan.</li> <li>- Community health center consults for customer product design customization.</li> </ul>
<b>VICE PRESIDENT OF CLINICAL SERVICES</b> <b>Sept 2000-Sept 2002</b>	<b>Valley Regional Healthcare, Claremont, NH</b>
<ul style="list-style-type: none"> <li>• Planning and operations</li> <li>• Administrative leadership</li> </ul>	<p><b>Critical Access Hospital</b></p> <ul style="list-style-type: none"> <li>- Quality assurance and improvement project leadership resulting in design and implementation of new performance management system, facilities improvements, and new clinical partnerships.</li> <li>- Demonstration of responsive leadership capability by accepting VP position in time of organizational crisis, resulting in successful CMS regulatory review and operational improvements.</li> <li>- Built comprehensive financial model for negotiation of first nursing union contract</li> </ul>
<b>PHYSICIAN PRACTICE MANAGER AND DIRECTOR OF COMMUNITY HEALTH CENTER</b>	<b>Valley Regional Healthcare, Claremont, NH</b>

<p><b>Aug 1999-Aug 2000</b></p> <ul style="list-style-type: none"> <li>• Planning and operations</li> <li>• Administrative leadership</li> <li>• Practice management</li> </ul>	<p><b><i>Critical Access Hospital</i></b></p> <ul style="list-style-type: none"> <li>-Restructure of physician compensation to align with business objectives.</li> <li>-Integration of specialty practices with nearby academic medical center.</li> <li>-Development and implementation of new laboratory business.</li> </ul>
<p><b>DIRECTOR OF OPERATIONS AND FINANCE</b> <b>Sept 1996-Aug 1999</b></p>	<p><b>Clara Martin Center, Randolph, VT</b></p>
<ul style="list-style-type: none"> <li>• Administrative leadership</li> <li>• Financial leadership</li> <li>• Strategic planning</li> <li>• HR oversight</li> </ul>	<p><b><i>Community Mental Health Center serving Orange County Vermont</i></b></p> <ul style="list-style-type: none"> <li>-Standardized, transparent, and easy to understand financial reporting and presentations to the board of directors and external funding sources.</li> <li>-Leadership of the administrative resources supporting both clinical and administrative operations.</li> <li>-Oversight of Accounting, Accounts Receivable, Accounts Payable, IS, and Human Resources Departments.</li> <li>-Development and execution of long-term and short-term strategic plans.</li> </ul>
<p><b>INFORMATION SYSTEMS CONSULTANT</b> <b>Aug 1994-Sept 1996</b></p>	<p><b>West Central Services and Behavioral Information Systems, Lebanon, NH</b></p>
<ul style="list-style-type: none"> <li>• Grant project design</li> <li>• HIT consulting</li> <li>• Service/Product development</li> </ul>	<p><b><i>Community Mental Health Center serving Claremont, Newport and Lebanon</i></b></p> <ul style="list-style-type: none"> <li>-Co-leadership of the development of a NH state sponsored grant to form the Behavioral Health Systems Company.</li> <li>-Design and implementation of the company's operating structure.</li> <li>-Planning and management of the implementation of WAN and SCO UNIX server technology for customers.</li> <li>-Management of the product development projects, company financial operations, and human resources.</li> </ul>
<p><b>ASSOCIATE CONSULTANT</b> <b>Aug1990 – July 1994</b></p>	<p><b>Analysis Group, Inc. &amp; Integral, Inc., Boston, MA</b></p>
<ul style="list-style-type: none"> <li>• IT Group</li> <li>• Product Development</li> <li>• Research Analyst-Economic Consulting Group</li> </ul>	<p><b><i>Global economic and strategy consulting company</i></b></p> <ul style="list-style-type: none"> <li>-Accountability for statistical support in the preparation of economic testimony for large corporate litigation resulted in detailed and thorough trial exhibits.</li> <li>-Demonstrated collaborative teamwork in developing economic models and industry papers on trends in telecommunications and healthcare industries.</li> <li>-Creation of information technology solutions.</li> </ul>

	<ul style="list-style-type: none"><li>-Developed and managed professional relationships with factory employees, product managers, and executive officers of clients.</li><li>-Provided support and leadership to the product development efforts of several manufacturing clients.</li><li>-Conducted financial and process audits to determine optimization of business opportunities.</li><li>-Demonstration of analytical and presentation skills resulted in quick progression within company.</li></ul>
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**Experience**

**Lean Six Sigma Black Belt (LSSBB), Villanova University, July 2015**

**B.A., Union College, 1990 Major: Managerial Economics**

Other related fields of study: accounting, mathematics, physics and engineering. Economics

Thesis: Consumer Reactions Resulting from Cost Changes in Health Insurance.

## **ROBERT GONYO**



### **JOB OBJECTIVE**

To secure a challenging position in Accounting/Business Management to utilize my knowledge, skills and experience.

### **EXPERIENCE**

**Chief Financial Officer**  
**West Central Behavioral Health**  
**Lebanon, New Hampshire**

**2017 - Present**

Oversee the management and coordination of all fiscal reporting activities for the Agency. Manage processes for financial forecasting and compiling the 12 million dollar annual operating budget. Acts as the Authorized Organizational Representative (AOR) for federal grants. Develop and maintain systems of internal controls to safeguard financial assets of the Agency and ensure compliance with GAAP principles and applicable federal, state and local regulatory laws and rules for financial and tax reporting. Actively participate and assist the CEO with overall administrative policy and operation of the Agency. Manage and direct a staff of 6 which includes 3 medical billing staff. Responsible for overseeing the annual certified audit which have had no audit adjustments. Manage daily cash flow requirements. Experience working with Great Plains software for general ledger, sales invoicing, accounts payable and fixed asset depreciation.

**Accounting Manager**  
**Lake Sunapee Bank**  
**Newport, New Hampshire**

**2014 - 2017**

Responsible for managing the Accounting Department of a 1.6 billion dollar community bank with 35 branch locations within New Hampshire and Vermont to insure optimum accuracy, efficiency, and delivery of services. Work with external and internal auditors to provide accounting related documentation needed for audits. Review and approve the distribution of checks issued by Accounts Payable. Manage monthly recurring and non-recurring accruals and review of overall expenses. Prepare weekly filing of FR 2900, monthly calculation and filing of Vermont Sales & Use Tax return, quarterly filing of Vermont Bank Franchise Tax return and filing of annual reports with various Secretaries of State for 6 corporations. Responsible for accounting and reporting of \$188 million dollars of bank owned investments. Monitor and adjust pledged deposits weekly based on current market values of investments. Review and determine daily cash needs at Federal Reserve Bank with access to line of credit at Federal Home Loan Bank of Boston. Experience working with Jack Henry banking software and Fiserv investment software. Manage and direct a staff of 5 reporting directly to the Vice President and Director of Financial Reporting/Controller.

**Revenue Manager**  
**Lutheran Social Services / Ascentria Care Alliance**  
**Concord, New Hampshire**

**2013 - 2014**

Responsible for the oversight of the accounts receivable billing and collections function for all subsidiaries. Oversee 7 direct reports providing leadership and coaching while holding direct staff accountable for accurate and timely completion of their duties. Monitor and manage any identified disruptions or delays within the revenue cycle. Determine and recommend general and specific reserves against bad debts and routinely analyze the collectability of receivables. Ensure departmental effectiveness and compliance with all third-party billing and collection requirements including eligibility and authorization functions. Maintain contact with program directors throughout the agency and external funding agencies in order to ensure proper management of all contracts and grants. Provide analysis of revenue contracts/grants to assist in making sure that revenue from contracts/grants are maximized. Experience with federal contracts, UFR categories for cost reimbursements, EIM billing and cost reimbursement billing processes and procedures. Knowledge of contract principles, laws, statutes, Executive Orders, regulations and procedures.

**Robert Gonyo**

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**Fiscal Director  
Community Alliance of Human Services  
Newport, New Hampshire**

2008 - 2013

Responsible for all fiscal service operations including all monthly, quarterly and annual reporting requirements. Post all general ledger entries and reconcile all bank accounts. Oversee all accounts receivable (including Medicare, Medicaid & private pay billings), accounts payable, payroll and collection efforts. Responsible for preparing annual operating budgets for a multi company organization. Manage daily cash flow requirements. Implement internal controls in the areas of accounts payable, accounts receivable and payroll. Provided quarterly reporting requirements for various local, county, state and federal grants and assisted with grant writing proposals. Work with Board of Director's, management team and staff to provide financial analysis. Oversee annual certified audit. Perform monthly financial statement reviews with Directors. Implement accounting software upgrade and facilitated the moving of payroll processing from an external source to internal processing. Experienced EIV Coordinator for HUD subsidized 40 unit elderly housing complex. Responsible for completing annual Medicare Cost Report for a Home Health Agency. Manage and direct Staff Accountant.

**Revenue Control Accountant  
NFI North  
Contoocook, New Hampshire**

2003 - 2008

Responsible for printing monthly cost center financial statements for 23 programs along with a corporate consolidation. Review bi-monthly billings for accuracy and tie revenue amounts back to program census. Worked to set up finance module of new client data management system allowing a seamless transition to the new software. Produce monthly cash flow showing six months actual and 6 months projections. Update management team on a weekly basis of the cash flow status. Close and reconcile accounts receivable and post revenue to Great Plains general ledger monthly. Calculate allowance for doubtful accounts. Approve monthly reconciliation and weekly batches for accounts payable. Perform monthly budget reviews with Program Managers. Work with billing department to develop and institute rebilling and collection procedures.

**Controller  
Brattleboro Reformer / Town Crier  
Brattleboro, Vermont**

2002 - 2003

Responsible for producing monthly financial statements for two publications. Produce weekly revenue and expense forecasts for the current month and monthly produce a rolling three months forecast. Developed inventory controls allowing daily updates of newsprint inventory levels. Provide explanations of monthly revenue and expense budget variances. Work with circulation department to develop and institute collection procedures. Responsible for preparing annual operating budgets, filing of sales and use tax returns, reviewing salesman commissions and accounts payable invoices. Produce daily production and revenue reports allowing management to quickly adjust and compensate for variances from expected results. Manage and direct staff in the areas of payroll, accounts receivable and credit & collections.

**Controller  
Merriam-Graves Corporation  
Charlestown, New Hampshire**

1998 - 2002

Responsible for preparing monthly financial statements in a multi-corporate environment, providing financial support for 4 corporations including cost center financial statements for 34 multi state branch locations, corporate consolidations and monthly/quarterly reporting requirements. Manage daily cash flow and line of credit for all locations. Coordinated local banking relationships into a primary centralized corporate account for maximum utilization of funds. Worked in conjunction with the CFO to reorganize the corporate structure to create efficiencies and reduce costs. Ensure the accuracy of month-end closings and the integrity of the general ledger. Responsible for A/P, A/R, P/R, managing fixed assets, all state sales and use tax reporting and the preparation for the annual certified audit. Design and maintain internal controls, standardize internal policy and procedures throughout the company. Developed and instituted an internal branch audit system, providing an independent confirmation of inventories and cash management. Successfully integrated 5 acquisitions into the corporate financial structure. Direct a staff of 7 reporting directly to the

**Robert Gonyo**

**Page 3**

**Assistant Comptroller**  
**Wakeman Industries, Inc. (Merriam-Graves Corporation)**  
**Charlestown, New Hampshire**

**1992 - 1998**

Responsible for producing detailed monthly financial statements with statistical highlights on a IBM AS/400 for 26 branches, 9 corporations and 2 consolidations. Coordinated with I/S staff and software provider to ensure the accuracy of general ledger during all phases of the computer conversion. Managed and directed support staff in the areas of payroll, accounts payable and accounts receivable. Streamlined the financial reporting process which resulted in more accurate and timely monthly financial statements. Assisted with the developing and preparation of the annual operating budgets. Managed daily cash flow requirements with access to \$5,000,000 line of credit. Responsible for management and reporting of approximately \$3,000,000 accounts receivable. Managed and calculated salesman commission and branch manager bonus programs. Assisted with annual certified audit.

**Staff Accountant**  
**Wakeman Industries, Inc. (Merriam-Graves Corporation)**  
**Charlestown, New Hampshire**

**1988 - 1992**

Set up and maintained cost allocation spreadsheets in Microsoft Excel to distribute centralized costs to all branches. Implemented AS/400 based fixed asset system. Produced depreciation expense schedules for fleet of 100 trucks, tractors and trailers. Experienced with payroll processing for 225 personnel. Set up and maintained multi state sales tax exemption files.

**Office Administrator**  
**Suburban Realty, Inc.**  
**Manchester, New Hampshire**

**1984-1987**

Responsible for managing all bookkeeping and administrative functions. Implemented advertising program which allowed equal exposure for all listed properties.

## **E D U C A T I O N**

**Bachelor of Science degree in Accounting**  
**New Hampshire College**  
**Manchester, New Hampshire**

## **P E R S O N A L**

**Married**  
**Hobbies - Gardening & Photography**  
**Serves as the Board Treasurer to Housing**  
**for the Elderly and Handicapped of**  
**Newport, Inc.**

**SUSAN J. WHITE, MA, PHR**



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**PERFORMANCE PROFILE**

Human resources professional with approximately ten years of experience working in a variety of industries: higher education, health care, human services, hospitality.

**PROFESSIONAL SKILLS**

Recruitment  
Legal Issues & Compliance  
Leadership Development  
Employee Engagement  
Safety

Performance Management  
Worker's Comp/Unemployment  
Job Descriptions/Specifications  
Coaching  
Supervision

Benefit Administration  
Employee Relations  
HR Policies & Process  
Employee Orientation  
Microsoft Office Suite

**PROFESSIONAL EXPERIENCE**

**WEST CENTRAL BEHAVIORAL HEALTH | Lebanon, NH**  
June 2018 to present

**Chief Human Resources Officer**– Oversee the full scope of human resources: employment, compensation, benefits administration, recruitment, policy and procedure development, employee relations, workers compensation, compliance – for non-profit community mental health agency with 170 employees.

- Coordinate daily HR functions supporting 170 employees with one HR Generalist and one HR Administrative Assistant
- Drafted action items to address workforce challenges as part of the Workforce Development Strategic Plan and monitor effectiveness
- Wrote Integrated Delivery Network grant proposal to successfully obtain funding to support Workforce Development Plan
- Manage and ensure compliance with human resources policies
- Created a non-FMLA unpaid leave policy for new employees under one year of employment
- Counseled supervisors on employee performance and behavior issues
- Created Human Resource Department procedure manual

**QUECHEE LAKES LANDOWNERS' ASSOCIATION | Quechee, VT**  
July 2015 to May 2018

**Human Resources Associate** – HR Generalist – manage all facets of human resources department including recruitment, new employee orientation, employee relations, benefits administration and enrollment, training, safety, compliance, reporting – for four-season country club with 150 to 250 employees.

- Captured savings in benefit cost reductions and improved benefit coverage for employees as well as employee out of pocket savings
- Redesigned and conducted new hire orientation
- Implemented online onboarding to include completion of employment documentation
- Manage and administer employee benefits programs: group health, life, STD/LTD, 401(k)
- Partner with employees and managers to effectively resolve conflicts, provide coaching and counseling regarding employee relations, develop PIPs and participate in termination meetings
- Ensure compliance with federal and state employment regulations, plus OSHA and IRS regulations
- Process workers' compensation, unemployment wage requests, FMLA
- Work with and maintain sensitive and confidential materials

Susan J. White

LEDDY GROUP | Lebanon, NH  
June 2015-August 2015

**HR Administrative Assistant (Temporary)** - contract position at FujiFilm Dimatix, Inc. in Lebanon, NH. Performed filing and prepared new hire packets.

MT. ASCUTNEY HOSPITAL AND HEALTH CENTER | Windsor, VT  
Development Office  
June 2014 to March 2015

**Senior Administrative Assistant (Temporary)** – developed donor profiles by identifying and gathering biographical, professional, wealth, philanthropic and relationship information for hospital's major capital campaign.

GEISEL SCHOOL OF MEDICINE AT DARTMOUTH | Hanover, NH  
The Dartmouth Institute for Health Policy & Clinical Practice (TDI)  
June 1999 to August 2013

**Human Resources Coordinator (2009-2013)** – recruitment, applicant screening and interviewing, created job descriptions, performed position analysis, salary negotiation, coaching, performance management, faculty recruitment, coordinated H-1B visas – for a department with 130 employees including faculty conducting research and education to improve patient care and develop new health care delivery models.

- Managed full lifecycle recruitment activities
- Investigated performance issues and developed performance improvement plans
- Developed employee orientation/onboarding process
- Designed and implemented training program for administrative assistants new to Dartmouth
- Assisted with development of department employee performance evaluation
- Conducted exit interviews
- Provided interpretation and clarification of College policies, and Federal and State employment laws

**Executive Assistant/Project Coordinator II (1999-2009)** – Member of core research team conducting a multi-site randomized clinical trial. Full-spectrum conference management.

- Assisted with development and distribution of study documents, including protocols, questionnaires and other materials
- Acted in executive support capacity to senior hospital and college administrator
- Assisted in preparation and submission of materials to the Institutional Review Board (IRB), Data and Safety Monitoring Board (DSMB), and Principal Investigators' meetings
- Coordinated logistics for conferences and managed various aspects of event planning
- Prepared correspondence, including letters of recommendation

WEST CENTRAL BEHAVIORAL HEALTH | Lebanon, NH  
April 1994 – June 1999

**Office Manager, Counseling Center of Lebanon** – Supervised the work of the office and administrative employees and sought ways to improve the office operations.

- Conducted administrative and clinical staff orientation to include office procedures, safety, office technology.
- Developed a managed care notebook to provide clinicians with guidelines to obtain pre-authorization for treatment with the various insurance companies
- Participated in pilot program for central access referral

Susan J. White

### **EDUCATION & PROFESSIONAL CREDENTIALS**

M.A., Human Resources Management – Webster University  
Webster University Lambda Kappa Chapter of the Delta Mu Delta International Honor Society in Business

B.S. – Nathaniel Hawthorne College  
*Magna cum laude*, Business Administration

Human Resources Certification Institute (HRCI) Professional Human Resources (PHR)

OSHA 10-Hour General Industry certification

### **PROFESSIONAL HR AFFILIATIONS**

Member – Society for Human Resources Management (SHRM)  
Member – River Valley Human Resources Association (RVHRA)

**NH Department of Health and Human Services**

**KEY PERSONNEL**

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

**Contractor Name:** West Central Services, Inc. dba West Central Behavioral Health

<b>NAME</b>	<b>JOB TITLE</b>	<b>ANNUAL AMOUNT PAID FROM THIS CONTRACT</b>	<b>ANNUAL SALARY</b>
Matthew Squires	Chief Medical Officer	\$61,738.20	\$185,400.00
Laurie Mudge	Chief Operating Officer	\$0.00	\$115,000.00
Alexander Horvath	Interim President/CEO	\$0.00	\$221,256.00
Robert Gonyo	Chief Financial Officer	\$0.00	\$120,000.00
Susan White	Chief Human Resources Officer	\$0.00	\$95,000.00



Lori A. Weaver  
Interim Commissioner

Katja S. Fox  
Director

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

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

May 23, 2023

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

**REQUESTED ACTION**

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

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

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

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

See attached fiscal details.

**EXPLANATION**

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

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

Approximately 20,700 individuals will be served annually.

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

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

The Department will monitor services by:

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

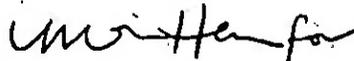
As referenced in Exhibit A, Revisions to Standard Agreement Provisions Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services,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

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

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

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

Attachment A  
Financial Details

**05-85-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

**Northern Human Services (Vendor Code 177222-B004)**

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

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

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2023	102-500731	Contracts for program services	92204117	\$150,000	\$0	\$150,000
2024	102-500731	Contracts for program services	92204117	\$1,513,563	\$0	\$1,513,563
2025	102-500731	Contracts for program services	92204117	\$1,513,563	\$0	\$1,513,563
			<b>Subtotal</b>	<b>\$3,177,126</b>	<b>\$0</b>	<b>\$3,177,126</b>

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92204117	\$1,536,551	\$0	\$1,536,551
2025	102-500731	Contracts for program services	92204117	\$1,536,551	\$0	\$1,536,551
			<b>Subtotal</b>	<b>\$3,073,102</b>	<b>\$0</b>	<b>\$3,073,102</b>

**Monadnock Family Services (Vendor Code 177510-B005)**

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2023	102-500731	Contracts for program services	92204117	\$29,000	\$0	\$29,000
2024	102-500731	Contracts for program services	92204117	\$2,083,051	\$0	\$2,083,051
2025	102-500731	Contracts for program services	92204117	\$2,083,051	\$0	\$2,083,051
			<b>Subtotal</b>	<b>\$4,195,102</b>	<b>\$0</b>	<b>\$4,195,102</b>

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92204117	\$2,508,551	\$0	\$2,508,551
2025	102-500731	Contracts for program services	92204117	\$2,508,551	\$0	\$2,508,551
			<b>Subtotal</b>	<b>\$5,017,102</b>	<b>\$0</b>	<b>\$5,017,102</b>

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92204117	\$1,059,625	\$0	\$1,059,625
2025	102-500731	Contracts for program services	92204117	\$1,059,625	\$0	\$1,059,625
			<b>Subtotal</b>	<b>\$2,119,250</b>	<b>\$0</b>	<b>\$2,119,250</b>

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

Attachment A  
Financial Details

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2023	102-500731	Contracts for program services	92204117	\$1,008,000	\$0	\$1,008,000
2024	102-500731	Contracts for program services	92204117	\$1,928,437	\$0	\$1,928,437
2025	102-500731	Contracts for program services	92204117	\$1,928,437	\$0	\$1,928,437
			<b>Subtotal</b>	<b>\$4,864,874</b>	<b>\$0</b>	<b>\$4,864,874</b>
		<b>Total CMH Program Support</b>		<b>\$30,990,708</b>	<b>\$0</b>	<b>\$30,990,708</b>

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2023	074-500589	Grants for Pub Asst and Relief	92204120	\$15,357	\$0	\$15,357
2024	074-500589	Grants for Pub Asst and Relief	92224120	\$60,000	\$0	\$60,000
2025	074-500589	Grants for Pub Asst and Relief	92224120	\$60,000	\$0	\$60,000
			<b>Subtotal</b>	<b>\$135,357</b>	<b>\$0</b>	<b>\$135,357</b>

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

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	074-500589	Grants for Pub Asst and Relief	92224120	\$60,000	\$0	\$60,000
2025	074-500589	Grants for Pub Asst and Relief	92224120	\$60,000	\$0	\$60,000
			<b>Subtotal</b>	<b>\$120,000</b>	<b>\$0</b>	<b>\$120,000</b>
		<b>Total Mental Health Block Grant</b>		<b>\$495,357</b>	<b>\$0</b>	<b>\$495,357</b>

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

Northern Human Services (Vendor Code 177222-B004)

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

West Central Services, Inc (Vendor Code 177854-B001)

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

Attachment A  
Financial Details

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

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

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

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

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

Attachment A  
Financial Details

The Mental Health Center for Southern New Hampshire (Vendor Code 174118-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92204122	\$10,000	\$0	\$10,000
2025	102-500731	Contracts for program services	92204122	\$5,000	\$0	\$5,000
			<i>Subtotal</i>	\$15,000	\$0	\$15,000
Total Mental Health Data Collection				\$150,000	\$0	\$150,000

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92102053 / 92102054	\$408,331	\$0	\$408,331
2025	102-500731	Contracts for program services	92102053	\$403,031	\$0	\$403,031
			<i>Subtotal</i>	\$811,362	\$0	\$811,362

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92102053 / 92102054	\$1,051,054	\$0	\$1,051,054
2025	102-500731	Contracts for program services	92102053	\$788,026	\$0	\$788,026
			<i>Subtotal</i>	\$1,839,080	\$0	\$1,839,080

Monadnock Family Services (Vendor Code 177510-B005)

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

Attachment A  
Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92102053 / 92102054	\$1,051,054	\$0	\$1,051,054
2025	102-500731	Contracts for program services	92102053	\$788,026	\$0	\$788,026
			<b>Subtotal</b>	<b>\$1,839,080</b>	<b>\$0</b>	<b>\$1,839,080</b>

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92102053 / 92102054	\$653,326	\$0	\$653,326
2025	102-500731	Contracts for program services	92102053	\$648,026	\$0	\$648,026
			<b>Subtotal</b>	<b>\$1,301,352</b>	<b>\$0</b>	<b>\$1,301,352</b>

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

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92102053 / 92102054	\$408,331	\$0	\$408,331
2025	102-500731	Contracts for program services	92102053	\$403,031	\$0	\$403,031
			<b>Subtotal</b>	<b>\$811,362</b>	<b>\$0</b>	<b>\$811,362</b>

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92102053 / 92102054	\$467,363	\$0	\$467,363
2025	102-500731	Contracts for program services	92102053	\$462,063	\$0	\$462,063
			<b>Subtotal</b>	<b>\$929,426</b>	<b>\$0</b>	<b>\$929,426</b>
		<b>Total System of Care</b>		<b>\$10,902,758</b>	<b>\$0</b>	<b>\$10,902,758</b>

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

Northern Human Services (Vendor Code 177222-B004)

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

Attachment A  
Financial Details

West Central Services, Inc (Vendor Code 177854-B001)

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	644-504195	SGFSER SGF SERVICES	42105876	\$3,540	\$0	\$3,540
2025	644-504195	SGFSER SGF SERVICES	42105876	\$3,540	\$0	\$3,540
			<i>Subtotal</i>	\$7,080	\$0	\$7,080

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

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

Attachment A  
Financial Details

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

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	644-504195	SGFSER SGF SERVICES	42105876	\$1,770	\$0	\$1,770
2025	644-504195	SGFSER SGF SERVICES	42105876	\$1,770	\$0	\$1,770
			<b>Subtotal</b>	<b>\$3,540</b>	<b>\$0</b>	<b>\$3,540</b>
<b>Total Child - Family Services</b>				<b>\$46,020</b>	<b>\$0</b>	<b>\$46,020</b>

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92201915	\$138,482	\$0	\$138,482
			<b>Subtotal</b>	<b>\$138,482</b>	<b>\$0</b>	<b>\$138,482</b>

Attachment A  
Financial Details

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

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	102-500731	Contracts for program services	92201915	\$43,829	\$0	\$43,829
			<i>Subtotal</i>	\$43,829	\$0	\$43,829
		<b>Total CCBHC GRANT</b>		<b>\$401,433</b>	<b>\$0</b>	<b>\$401,433</b>

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

Seacoast Mental Health Center (Vendor Code 174089-R001)

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

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

Seacoast Mental Health Center (Vendor Code 174089-R001)

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

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	074-500585	Grants for Pub Asst and Relief	92202340	\$183,115	\$0	\$183,115
			<i>Subtotal</i>	\$183,115	\$0	\$183,115

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	074-500585	Grants for Pub Asst and Relief	92202340	\$183,417	\$0	\$183,417
			<i>Subtotal</i>	\$183,417	\$0	\$183,417

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2024	074-500585	Grants for Pub Asst and Relief	92202340	\$139,117	\$0	\$139,117
			<i>Subtotal</i>	\$139,117	\$0	\$139,117
		<b>Total PROHEALTH NH GRANT</b>		<b>\$505,649</b>	<b>\$0</b>	<b>\$505,649</b>

Amendment Total Price for All Vendors

\$43,761,925

\$0

\$43,761,925

Subject: Mental Health Services SS-2024-DBH-01-MENTA-02

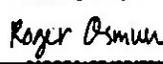
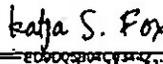
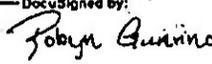
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name West Central Services, Inc. DBA West Central Behavioral Health		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon, NH 03766	
1.5 Contractor Phone Number (603) 448-0126	1.6 Account Number 05-95-92-922010-(4117,412) 05-95-92-921010-2053 05-95-42-421010-2958	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$3,073,428
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 5/23/2023		1.12 Name and Title of Contractor Signatory Roger Osmun                      President and CEO	
1.13 State Agency Signature DocuSigned by:  Date: 5/24/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox                      Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/24/2023			
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 as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Mental Health Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

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

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

**New Hampshire Department of Health and Human Services  
Mental Health Services**

**EXHIBIT B**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 2.
- 1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.
- 1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.
- 1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).
- 1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glenclyff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.
- 1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.
- 1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

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Contractor Initials

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**New Hampshire Department of Health and Human Services  
Mental Health Services**

**EXHIBIT B**

- 1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.
- 1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.
- 1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.
- 1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

**2. System of Care for Children's Mental Health**

- 2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.
- 2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:
  - 2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;
  - 2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;
  - 2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;
  - 2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and
  - 2.2.5. Trauma informed.
- 2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhanced Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.
- 2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

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

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Contractor Initials

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**New Hampshire Department of Health and Human Services  
Mental Health Services**

**EXHIBIT B**

- 3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.
  - 3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).
  - 3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.
  - 3.4. The Contractor shall invoice BCBH for:
    - 3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and
    - 3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.
- 4. Division for Children, Youth and Families (DCYF)**
- 4.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.
  - 4.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.
- 5. Crisis Services**
- 5.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.
  - 5.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.
  - 5.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.



**New Hampshire Department of Health and Human Services  
Mental Health Services**

**EXHIBIT B**

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

- 5.10.1. The location of the crisis.
- 5.10.2. The safety plan either developed over the phone or on record from prior contact(s).
- 5.10.3. Any accommodations needed.
- 5.10.4. Treatment history of the individual, if known.
- 5.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:
  - 5.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and
  - 5.11.2. Does not fulfill emergency medication refills.
- 5.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.
- 5.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental Health Services Administration (SAMHSA).
- 5.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.
- 5.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.
  - 5.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.
- 5.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:
  - 5.16.1. Face-to-face assessments.
  - 5.16.2. Disposition and decision making.
  - 5.16.3. Initial care and safety planning.

**New Hampshire Department of Health and Human Services  
Mental Health Services**

**EXHIBIT B**

5.16.4. Post crisis and stabilization services.

- 5.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.
- 5.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.
- 5.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:
  - 5.19.1. The response team includes a minimum of two (2) specially trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:
    - 5.19.1.1. In or at the individual's home.
    - 5.19.1.2. Community settings.
  - 5.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;
  - 5.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;
  - 5.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;
  - 5.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;
  - 5.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:
    - 5.19.6.1. Obtaining the individual's mental health history including, but not limited to:
      - 5.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.
      - 5.19.6.1.2. Substance misuse.

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- 5.19.6.1.3. Social, familial and legal factors;
- 5.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;
- 5.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and
- 5.19.6.4. Conducting a mental status exam.
- 5.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:
  - 5.19.7.1. Staying in place with:
    - 5.19.7.1.1. Stabilization services.
    - 5.19.7.1.2. A safety plan.
    - 5.19.7.1.3. Outpatient providers;
  - 5.19.7.2. Stepping up to crisis stabilization services or apartments.
  - 5.19.7.3. Admission to peer respite or step-up/step-down program.
  - 5.19.7.4. Admission to a crisis apartment.
  - 5.19.7.5. Voluntary hospitalization.
  - 5.19.7.6. Initiation of Involuntary Emergency Admission (IEA).
  - 5.19.7.7. Medical hospitalization.
- 5.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:
  - 5.20.1. Promoting recovery.
  - 5.20.2. Building upon life, social and other skills.
  - 5.20.3. Offering support.
  - 5.20.4. Reviewing crisis and safety plans.
  - 5.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.
- 5.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

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- 5.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;
- 5.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;
- 5.21.3. Provided in the individual and family home, if requested by the individual;
- 5.21.4. Implemented using methods that include, but are not limited to:
  - 5.21.4.1. Involving specially trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.
  - 5.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:
    - 5.21.4.2.1. Cognitive Behavior Therapy (CBT).
    - 5.21.4.2.2. Dialectical Behavior Therapy (DBT).
    - 5.21.4.2.3. Solution-focused therapy.
    - 5.21.4.2.4. Developing concrete discharge plans.
    - 5.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.
- 5.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.
- 5.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:
  - 5.22.1. Ensure outreach and educational activities may include, but are not limited to:
    - 5.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.
    - 5.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

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- 5.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.
- 5.22.1.4. Promoting the Children's Behavioral Health Resource Center website.
- 5.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:
  - 5.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;
  - 5.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;
  - 5.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and
  - 5.22.2.4. Coordinating with homeless outreach services.
- 5.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:
  - 5.23.1. Determine availability of the Rapid Response Teams;
  - 5.23.2. Facilitate response of dispatched teams; and
  - 5.23.3. Resolve the immediate crisis episode.
- 5.24. The Contractor shall maintain connection to the designated resource tracking system.
- 5.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.
- 5.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:
  - 5.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

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- 5.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:
- 5.26.2.1. Number of unique individuals who received services.
  - 5.26.2.2. Date and time of mobile arrival; and
- 5.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:
- 5.26.3.1. Diversions from hospitalizations.
  - 5.26.3.2. Diversions from Emergency Rooms.
  - 5.26.3.3. Services provided.
  - 5.26.3.4. Location where services were provided.
  - 5.26.3.5. Length of time service or services provided.
  - 5.26.3.6. Whether law enforcement was involved for safety reasons.
  - 5.26.3.7. Whether law enforcement was involved for other reasons.
  - 5.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.
  - 5.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.
  - 5.26.3.10. Outcome of service provided, which may include but is not limited to:
    - 5.26.3.10.1. Remained in home.
    - 5.26.3.10.2. Hospitalization.
    - 5.26.3.10.3. Crisis stabilization services.
    - 5.26.3.10.4. Crisis apartment.
    - 5.26.3.10.5. Emergency department.
- 5.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to-face intervention, as identified through Phoenix encounter data.

**6. Adult Assertive Community Treatment (ACT) Teams**

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- 6.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:
- 6.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;
  - 6.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;
  - 6.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and
  - 6.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.
- 6.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:
- 6.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and
  - 6.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.
- 6.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:
- 6.3.1. Individuals do not wait longer than 30 days for either assessment or placement;
  - 6.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services

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

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

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

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

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

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

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

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

6.4.4.2. An individual being referred for an ACT assessment;

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

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

6.4.6.1. Extended hospitalization or incarceration.

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

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

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- 6.4.7.1. To exceed caseload size requirements; or
- 6.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

**7. Evidence-Based Supported Employment**

- 7.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.
- 7.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.
- 7.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.
- 7.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.
- 7.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.
- 7.6. The Contractor shall ensure IPS-SE services include, but are not limited to:
  - 7.6.1. Job development.
  - 7.6.2. Work incentive counseling.
  - 7.6.3. Rapid job search.
  - 7.6.4. Follow along supports for employed individuals.
  - 7.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.
- 7.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:
  - 7.7.1. Work with the Department to identify solutions to meet the demand for services; and
  - 7.7.2. Implement such solutions within 45 days.
- 7.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

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7.9. The Contractor shall ensure SE staff receive:

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

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

**8. Coordination of Care from Residential or Psychiatric Treatment Facilities**

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

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

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

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

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

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

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

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

- 8.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.
- 8.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.
- 8.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.
- 8.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glenciff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glenciff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glenciff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**9. Coordinated Care and Integrated Treatment**

**9.1. Primary Care**

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

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

9.1.2.1. Monitor health;

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- 9.1.2.2. Provide medical treatment as necessary; and
- 9.1.2.3. Engage in preventive health screenings.
- 9.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.
- 9.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.
- 9.2. Substance Misuse Treatment, Care and/or Referral
  - 9.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:
    - 9.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.
    - 9.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.
    - 9.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.
  - 9.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.
  - 9.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.
- 9.3. Area Agencies
  - 9.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:
    - 9.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

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- 9.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;
- 9.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;
- 9.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;
- 9.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;
- 9.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and
- 9.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

9.4. Peer Supports

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

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

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treatment engagement and connections with natural supports.

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

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

9.5. Transition of Care with MCO's

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

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

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

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

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

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

10.1.4. Meeting monthly with planning consultant for technical assistance.

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

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

**11. Deaf Services**

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

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

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

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

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

11.4.2. Care being shared across the regions; or

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

**12. CANS/ANSA or Other Approved Assessment**

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

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

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

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

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

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

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

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

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

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

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- 12.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.
  - 12.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.
  - 12.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.
- 13. Pre-Admission Screening and Resident Review**
- 13.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.
  - 13.2. Upon request by the Department, the Contractor shall:
    - 13.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and
    - 13.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:
      - 13.2.2.1. Requires nursing facility care; and
      - 13.2.2.2. Has active treatment needs.
- 14. Application for Other Services**
- 14.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:
    - 14.1.1. Medicaid.
    - 14.1.2. Medicare.
    - 14.1.3. Social Security Disability Income.
    - 14.1.4. Veterans Benefits.
    - 14.1.5. Public Housing.
    - 14.1.6. Section 8 Subsidies.
    - 14.1.7. Child Care Scholarship.

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**15. Community Mental Health Program (CMHP) Status**

- 15.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.
- 15.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**16. Quality Improvement**

- 16.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.
- 16.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:
  - 16.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.
- 16.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client-Satisfaction Survey. The Contractor shall:
  - 16.3.1. Submit all required information in a format provided by the Department or contracted vendor;
  - 16.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;
  - 16.3.3. Support all efforts of the Department to conduct the survey;
  - 16.3.4. Promote survey participation of individuals sampled to participate; and
  - 16.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

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- 16.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.
- 16.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

**17. Maintenance of Fiscal Integrity**

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

- 17.1.1. Balance Sheet;

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

- 17.1.2.1. All revenue sources and expenditures; and

- 17.1.2.2. A budget column allowing for budget to actual analysis;

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

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

- 17.1.3.2. A budget column allowing for budget to actual analysis; and

- 17.1.4. Cash Flow Statement.

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

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

- 17.3.1. Days of Cash on Hand:

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

- 17.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature

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within three (3) months and should not include common stock.

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

17.3.2. Current Ratio:

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

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

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

17.3.3. Debt Service Coverage Ratio:

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

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

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

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

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

17.3.4. Net Assets to Total Assets:

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

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

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

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

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- 17.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 17.4. In the event that the Contractor does not meet either:
- 17.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or
  - 17.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:
    - 17.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or
    - 17.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.
- 17.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:
- 17.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.
- 17.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 17.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.
- 17.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.
- 17.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**18. Reduction or Suspension of Funding**

SS-2024-DBH-01-MENTA-02

B-2.0

Contractor Initials

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West Central Services, Inc. dba  
West Central Behavioral Health

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**New Hampshire Department of Health and Human Services  
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- 18.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 18.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- 18.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:
  - 18.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.
  - 18.3.2. Crisis services for all individuals.
  - 18.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.
  - 18.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.
19. **Elimination of Programs and Services by Contractor**
  - 19.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contractor is faced with a more sudden need to reduce delivery of services.
  - 19.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
  - 19.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.
  - 19.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.
  - 19.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

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

**20. Data Reporting**

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

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

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

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

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

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

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

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

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

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

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

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New Hampshire Department of Health and Human Services  
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- 20.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:
- 20.6.6.1. All data is formatted in accordance with the file specifications;
  - 20.6.6.2. No records will reject due to illegal characters or invalid formatting; and
  - 20.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
- 20.7. The Contractor shall meet the following standards:
- 20.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15<sup>th</sup>) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
  - 20.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 21.8.
  - 20.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 20.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:
- 20.8.1. The waiver length shall not exceed 180 days.
  - 20.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.
  - 20.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.
  - 20.8.4. Failure of the Contractor to implement the plan may require:
    - 20.8.4.1. Another plan; or
    - 20.8.4.2. Other remedies, as specified by the Department.

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21. Privacy Impact Assessment

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

21.1.1. How PII is gathered and stored;

21.1.2. Who will have access to PII;

21.1.3. How PII will be used in the system;

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

21.1.5. Privacy practices.

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

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Mental Health Services

**EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
  - 1.1. 99.51% General funds.
  - 1.2. .49% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
  - 5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
  - 5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
  - 5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
  - 5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.
6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery <sup>Offered</sup>

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**EXHIBIT C**

Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

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

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

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

7.2. Table 1

Program to be Funded	SFY2024 Amount	SFY2025 Amount	TOTALS
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770.00	\$ 1,770.00	\$ 3,540.00
Rapid Response Crisis Services	\$ 1,176,094.00	\$ 1,176,094.00	\$ 2,352,188.00
Assertive Community Treatment Team (ACT) - Adults	\$ 225,000.00	\$ 225,000.00	\$ 450,000.00
ACT Enhancement Payments	\$ 12,500.00	\$ 12,500.00	\$ 25,000.00
Behavioral Health Services Information System (BHSIS)	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Rehabilitation for Empowerment, Education and Work (RENEW)	\$	\$	\$
General Training Funding	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
System Upgrade Funding	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00
System of Care 2.0	\$ 5,300.00	\$	\$ 5,300.00
<b>Total</b>	<b>\$1,455,664.00</b>	<b>\$1,445,364.00</b>	<b>\$ 2,901,028.00</b>

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

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of

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Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

- 7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
- 7.4.2. Law enforcement is not an authorized expense.
- 7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL REIMBURSEMENT
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	\$225,000
ACT Enhancements	1. ACT Incentives of \$6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.  OR  2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of \$6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures.	\$12,500

- 7.6. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated



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with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

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

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

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

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

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

Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program	\$5,000.00
Indirect Costs (not to exceed 6%)	\$300.00
<b>Total</b>	<b>\$5,300.00</b>

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

8. Other

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

8.1.1. The Contractor shall allocate time (up to 0.5FTE) for the Contractor's assigned staff, as approved by the Department, to

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work with DHHS to co-lead and implement CCBHC workgroups, assist with the development of quality activities and designation standards and processes. One-time SFY 2023 funds shall not exceed \$150,000.

- 8.2. Data Improvements: One-time funds are available in SFY 2023 to implement data improvements and train staff in data collection and reporting in the program areas identified in the below table. Each component shall be paid in two installments. Half upon completion of work and the balance upon successful submission and validation of monthly Phoenix reports with the Department.

Training Expense	Total Reimbursement
Rapid Response	\$5,600
Critical Time Intervention	\$2,800
Housing Bridge	\$5,600
Assertive Community Treatment (ACT)	\$2,800
Supported Employment	\$5,600

- 9. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.
  - 9.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.
  - 9.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.
- 10. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 10.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 10.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 10.3. Identifies and requests payment for allowable costs incurred in the previous month.

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- 10.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
- 10.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
- 10.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov) or mailed to:  
Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
11. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.
13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
14. Audits
  - 14.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 14.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the

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

- 14.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 14.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget

New Hampshire Department of Health and Human Services		
<b>Contractor Name:</b> West Central Services, Inc.		
<b>Budget Request for:</b> Mental Health Services (Rapid Response)		
<b>Budget Period:</b> 7/1/2023-6/30/2024		
<b>Indirect Cost Rate (if applicable):</b> 0.099597968		
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$859,200	\$150,000
2. Fringe Benefits	\$74,697	\$35,000
3. Consultants	\$0	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$4,300	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$7,350	\$0
6. Travel	\$5,500	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
Other (please specify)	\$90,500	\$0
Other (please specify)	\$8,300	\$0
Other (please specify)	\$220	\$0
Other (please specify)	\$19,500	\$0
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$1,069,567</b>	<b>\$185,000</b>
<b>Total Indirect Costs</b>	<b>\$106,527</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$1,176,094</b>	<b>\$185,000</b>

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5/10/2023

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services		
<b>Contractor Name:</b>		West Central Services, Inc.
<b>Budget Request for:</b>		Mental Health Services (Rapid Response)
<b>Budget Period</b>		7/1/2024-6/30/2025
<b>Indirect Cost Rate (if applicable)</b>		0.099597968
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$859,200	\$150,000
2. Fringe Benefits	\$74,697	\$35,000
3. Consultants	\$0	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$4,300	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$7,350	\$0
6. Travel	\$5,500	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
Other (please specify)	\$90,500	\$0
Other (please specify)	\$8,300	\$0
Other (please specify)	\$220	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$1,069,567</b>	<b>\$185,000</b>
<b>Total Indirect Costs</b>	<b>\$106,527</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$1,176,094</b>	<b>\$185,000</b>

DS  
RQ

Contractor: RTG

5/23/2023

Date: 5/10/2023

SS-2024-DBH-01-MENTA-02

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D

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

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

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

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

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

Vendor Name: West Central Behavioral Health

DocuSigned by:

*Roger Osmun*

Name: Roger Osmun

Title: President and CEO

5/23/2023

Date



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

Vendor Name: west central behavioral health

5/23/2023

Date

DocuSigned by:

*Roger Osmun*

Name: Roger Osmun

Title: President and CEO

DS  
RO

Vendor Initials

Date 5/23/2023

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

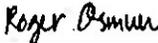
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: west Central Behavioral Health

5/23/2023  
Date

DocuSigned by:  
  
 Name: Roger Osmun  
 Title: President and CEO

DS  
  
 Contractor Initials  
 Date 5/23/2023

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS  
RD

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: West Central Behavioral Health

5/23/2023

Date

DocuSigned by:

*Roger Osmun*

Name: Roger Osmun

Title: President and CEO

Exhibit G

Contractor Initials

DS  
RO

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



New Hampshire Department of Health and Human Services  
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

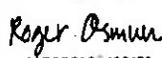
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Contractor Name: west Central Behavioral Health

5/23/2023

Date

DocuSigned by:  
  
Name: Roger Osmon  
Title: President and CEO



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(1) **Definitions.**

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

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Contractor Initials

RD

Date 5/23/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

3/2014

Contractor Initials

RO

Date 5/23/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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

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

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

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

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

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

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

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Contractor Initials                     

Date 5/23/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

RD

Date 5/23/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

West Central Behavioral Health

The State by:

Name of the Contractor

*Katja S. Fox*

*Roger Osmun*

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Roger Osmun

Name of Authorized Representative  
Director

Name of Authorized Representative

President and CEO

Title of Authorized Representative

Title of Authorized Representative

5/24/2023

5/23/2023

Date

Date

Contractor Initials *RO*

Date 5/23/2023

New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

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

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

Contractor Name: west central behavioral health

DocuSigned by:

*Roger Osmon*

Name: ROGER OSMON

Title: President and CEO

5/23/2023

Date

Contractor Initials

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RO

Date 5/23/2023



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: JMLYD2XN8RA6
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____

Contractor Initials RB  
Date 5/23/2023

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with DHHS to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.
9. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Confidential Data or State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - e. limit disclosure of the Confidential Information to the extent permitted by law.
  - f. Confidential Information received under this Contract and individually identifiable Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
  - g. only authorized End Users may transmit the Confidential Data, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
  - h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
  - i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

1. Identify incidents;
2. Determine if Confidential Data is involved in incidents;
3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.
4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;
5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

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

**Exhibit K**

**DHHS Information Security Requirements**



6. Identify incident/breach notification method and timing;
  7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;
  8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;
  9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.
  10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.
- C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov