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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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September 11, 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 International Critical Incident Stress Foundation, Inc. (VC# 170457) Ellicott City, Maryland, for the continued provision of Critical Incident Stress Management (CISM) Peer Support trainings for Community Mental Health Center (CMHC) clinicians, Disaster Behavioral Health Response Team members, and other mental health service providers throughout the state, by exercising a contract renewal option by increasing the price limitation by \$87,000 from \$75,150 to \$162,150 and extending the completion date from September 30, 2024 to September 30, 2025, effective October 1, 2024, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on January 31, 2024, item #27.

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-092-922010-41200000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% FEDERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	067-500557	Provider Training / Education	92264120	\$36,050	\$0	\$36,050
2025	067-500557	Provider Training / Education	92264120	\$39,100	\$36,850	\$75,950
2026	067-500557	Provider Training / Education	92264120	\$0	\$50,150	\$50,150
			Subtotal	\$75,150	\$87,000	\$162,150

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source be identified as sole source. The Contractor is the only vendor able to provide Critical Incident Stress Management trainings as the training materials, approved by the Substance Abuse and Mental Health Services Administration (SAMHSA), are intellectual property of the Contractor. Additionally, the Contractor is the only known vendor able to provide this Train-the-Trainer model, which also utilizes proprietary training materials.

The purpose of this request is for the Contractor to continue providing CISM trainings to targeted audiences identified by the Department. This will include DCYF staff, first responders as well as CMHC clinicians, Disaster Behavioral Health Response Team members, and other mental health service providers throughout the state, as well as increase the number of CISM Peer Support trainings. In addition, 30 individuals will be identified to participate in "train the trainer" model to provide sustainability and ongoing training.

New Hampshire has trained roughly 250 attendees in the CISM courses through September 2024. For the second round of funding, New Hampshire will have 370 training spots available for stakeholders to attend. The Contractor will provide the series of ten (10) CISM trainings as well as provide an additional one (1) two-day, in-person training. CISM trainings are designed to increase local providers' knowledge and skills to assist individuals and groups responding to a critical incident. Trainings address interventions that are matched to the needs of the situation and the recipient populations. Training topics include, but are not limited to, assisting individuals in crisis, group crisis intervention, de-escalation skills for the frontline, interventions with children, and advanced trainings.

The Department will continue monitoring services by reviewing quarterly reports provided by the Contractor.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year of the three (3) years available.

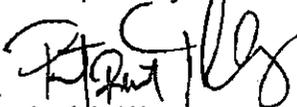
Should the Governor and Council not authorize this request, the Department will be unable to provide the required number of trainings as mandated by SAMSHA and be further limited in its ability to ensure a CISM Train-the-Trainer model is developed and sustained to be prepared to respond to future critical incidents.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.958, FAIN B09SM089203.

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

Respectfully submitted,


Lori A. Weaver
Commissioner

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

This Amendment to the Critical Incident Stress Management Training contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the International Critical Incident Stress Foundation, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 31, 2024 (Item #27), 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. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:
International Critical Incident Stress Foundation, Inc.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2025
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$162,150
4. Modify Exhibit B, Scope of Services; Paragraph 1.5.3, to read:
1.5.3. Conducting two (2) 2-day, in-person CISM: Application with Children trainings.
5. Modify Exhibit B, Scope of Services; Subsection 1.8, by adding Paragraph 1.8.2., to read:
1.8.2. Notify the Department of the Department's training costs for each individual identified and approved by the Department to become CISM trainers.
6. Modify Exhibit C, Payment Terms; Subsection 1.1., to read:
 - 1.1. 100% Federal funds from the Bipartisan Safer Communities Act Center for Mental Health Block Grant, as awarded on October 17, 2022, by the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services, Assistance Listing Number (ALN) 93.958, FAIN B09SM087307; and as awarded on August 23, 2023, ALN 93.958, FAIN B09SM089203.
7. Modify Exhibit C, Payment Terms; Section 3, to add Table B: SFY 2025 & 2026 Deliverables, as follows:

Table B: SFY 2025 & 2026 Deliverables			
Activity/Deliverable	Deliverable Due Date*	Cost Per Deliverable	Not to Exceed Amounts
Two (2) 3-day, in-person training: Assisting Individuals in Crisis and Group Crisis Intervention	February 2025 May 2025	\$8,700	\$17,400

International Critical Incident Stress Foundation, Inc.

SS-2024-DBH-31-CRITI-01-A01

Page 1 of 4

Contractor Initials

DS
RB

Date 8/30/2024

One (1) 1-day, in-person and three (3) virtual trainings: De-escalation Skills for the Frontline: A Practical Approach.	November 2024		
	January 2025		
	March 2025	\$3,000 (25 Participants)	\$12,000
	May 2025		
Two (2) 2-day, in-person trainings: CISM: Application with Children	July 2025	\$6,700 base cost (25 participants)	\$14,900
	August 2025	\$150 per person fee (over the base of 25 participants) x 10 participants	
One (1) 2-day, in-person training: Advanced Group Crisis Intervention training	June 2025	\$6,700 base cost (25 participants) \$150 per person fee (over the base of 25 participants) x 5 participants	\$7,450
One (1) 2-day, in-person training: Advanced Assisting Individuals in Crisis	July 2025	\$6,700 base cost (25 participants) \$150 per person fee (over the base of 25 participants) x 5 participants	\$7,450
Administration of the CISM Certification of CISM Knowledge Exam for participants, identified and approved by the Department, who want to become CISM trainers	After July 1 2025	\$55 CISM Practical Review books per 30 participants \$295 Exam fee per 30 participants	\$10,500
Additional Training Costs for participants, identified and approved by the Department, who want to become CISM trainers	After July 1, 2025	Costs for trainer certification costs including trainer class, registration fees, and membership fee.	\$17,300
<i>*Deliverable due dates subject to change as determined by the Department</i>		TOTAL	\$87,000

DS
 RB

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective October 1, 2024, 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

8/30/2024

Date

DocuSigned by:
Katja S. Fox
ED9D05B04C83442...

Name: Katja S. Fox
Title: Director

International Critical Incident Stress Foundation, Inc.

8/30/2024

Date

DocuSigned by:
Richard Barton
D5E3AC335DC54BE...

Name: Richard Barton
Title: Chief Executive officer

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

OFFICE OF THE ATTORNEY GENERAL

8/30/2024

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

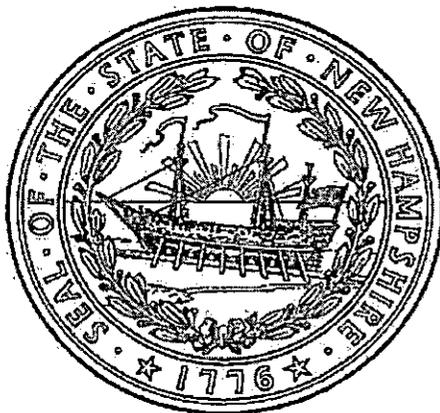
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL CRITICAL INCIDENT STRESS FOUNDATION, INC is a Maryland Nonprofit Corporation registered to transact business in New Hampshire on December 29, 2023. 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: 949677

Certificate Number: 0006755676



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of August A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Lisa Joubert, ICISF Chief Financial Officer, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of International Critical Incident Stress Foundation, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 28, 2024, at which a quorum of the Directors/shareholders were present and voting.

(Date)

VOTED: That Richard Barton, ICISF Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

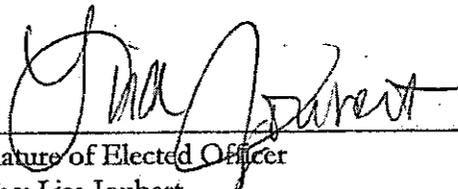
is duly authorized on behalf of International Critical Incident Stress Foundation, Inc. to enter into contracts or agreements with the State

(Name of Corporation/ LLC)

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

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

Dated: August 28, 2024



Signature of Elected Officer

Name: Lisa Joubert

Title: Chief Financial Officer



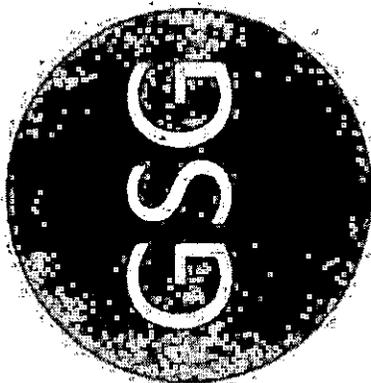
INTERNATIONAL CRITICAL INCIDENT STRESS FOUNDATION, INC.

3290 Pine Orchard Lane, Suite 106, Ellicott City, MD 21042 | (410) 750-9600

ICISF.ORG

Mission Statement

The mission of the ICISF is to be the leader in providing education, training, consultation, and support services in comprehensive crisis intervention and disaster behavioral health services to emergency responders, and other professions, organizations and communities worldwide.



GorfineschillerGardyn

Certified Public Accountants and Consultants



**INTERNATIONAL CRITICAL
INCIDENT STRESS
FOUNDATION, INC.**

FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

INTERNATIONAL CRITICAL INCIDENT STRESS FOUNDATION, INC.
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December 31, 2022 and 2021

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Gorfine Schiller Gardyn

Certified Public Accountants and Consultants

INDEPENDENT AUDITORS' REPORT

Board of Directors
International Critical Incident Stress Foundation, Inc.
Ellicott City, Maryland

Opinion

We have audited the financial statements of International Critical Incident Stress Foundation, Inc., which comprise the statements of financial position as of December 31, 2022 and 2021, and the related statements of activities and cash flows for the years then ended and the related statement of functional expenses for the year ended December 31, 2022, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of International Critical Incident Stress Foundation, Inc. as of December 31, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of International Critical Incident Stress Foundation, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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 International Critical Incident Stress Foundation, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of International Critical Incident Stress Foundation, 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 International Critical Incident Stress Foundation, Inc.'s ability to continue as a going concern for a reasonable period of time.

Report on Summarized Comparative Information

We have previously audited International Critical Incident Stress Foundation, Inc.'s statement of functional expenses for the year ended December 31, 2021, and we expressed an unmodified audit opinion on the statement of functional expenses in our report dated June 3, 2022. In our opinion, the summarized comparative information presented in the statement of functional expenses for the year ended December 31, 2021 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Martins, Schiller & Galdyn, P.A.

May 30, 2023
Owings Mills, Maryland

FINANCIAL STATEMENTS

INTERNATIONAL CRITICAL INCIDENT STRESS FOUNDATION, INC.
STATEMENTS OF FINANCIAL POSITION
December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
<u>ASSETS</u>		
ASSETS		
Cash and cash equivalents	\$ 1,347,385	\$ 1,096,297
Accounts receivable and accrued revenue, net of allowance for doubtful accounts of \$5,000 for 2022 and 2021	217,040	176,813
Inventory	7,182	10,752
Prepaid expenses	44,326	6,066
Deposits	4,792	4,792
Property and equipment, net	4,723	8,966
Cash - deferred compensation plan	<u>282,878</u>	<u>300,654</u>
Total current assets	1,908,326	1,604,340
OTHER ASSETS		
Operating lease ROU, net of accumulated amortization	<u>81,555</u>	<u>-</u>
TOTAL ASSETS	<u>\$ 1,989,881</u>	<u>\$ 1,604,340</u>
 <u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 114,867	\$ 103,845
Accrued salaries and wages	26,514	21,418
Accrued vacation and sick leave	86,258	73,583
Deferred revenue	261,580	259,789
Deferred compensation	282,878	300,654
Operating lease liability - current portion	<u>76,276</u>	<u>-</u>
Total current liabilities	848,373	759,289
LONG-TERM LIABILITIES		
Operating lease liability - net of current portion	<u>6,372</u>	<u>-</u>
NET ASSETS	<u>1,135,136</u>	<u>845,051</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,989,881</u>	<u>\$ 1,604,340</u>

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

INTERNATIONAL CRITICAL INCIDENT STRESS FOUNDATION, INC.
STATEMENTS OF ACTIVITIES
For the Years Ended December 31, 2022 and 2021

	2022	2021
REVENUE AND SUPPORT		
Publication sales	\$ 854,318	\$ 623,296
Speakers' bureau	655,210	503,875
Regional trainings	503,812	454,956
Online trainings	205,614	182,724
Membership dues	182,557	167,425
Approved instructor program	178,057	113,937
Public bookstore	50,427	31,179
Royalties	12,129	13,032
Other income	3,775	2,965
AIC (Approved Instructor Candidate) program	142,875	108,615
Contributions	25,045	8,731
Interest income	165	371
World Congress	-	76,249
Covid-19 related assistance:		
Paycheck protection program loan	-	180,000
Total revenue and support	2,813,984	2,467,355
EXPENSES		
Program services		
Education and training	1,758,089	1,358,038
Outreach and consultation	169,492	157,480
Membership services	62,813	66,101
Total program services	1,990,395	1,581,619
Support services		
Management and general	417,129	337,449
Development	116,375	103,677
Total support services	533,504	441,126
Total expenses	2,523,899	2,022,745
CHANGES IN NET ASSETS	290,085	444,610
NET ASSETS - Beginning of year	845,051	400,441
NET ASSETS - End of year	\$ 1,135,136	\$ 845,051

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

INTERNATIONAL CRITICAL INCIDENT STRESS FOUNDATION, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
CASH FLOW FROM OPERATING ACTIVITIES		
Cash received from training activities and publication sales	\$ 2,569,730	\$ 1,872,915
Cash received from Covid-19 related assistance	-	180,000
Cash received from dues income	180,608	192,600
Donations received	25,045	188,731
Interest received	165	371
Cash paid for salaries, wages and related expenses	(1,373,396)	(1,175,178)
Cash paid to suppliers and vendors	<u>(1,168,840)</u>	<u>(783,854)</u>
 Net cash provided by operating activities	 <u>233,312</u>	 <u>475,585</u>
 NET CHANGES IN CASH AND CASH EQUIVALENTS	 233,312	 475,585
 CASH AND CASH EQUIVALENTS - Beginning of year	 <u>1,396,951</u>	 <u>921,366</u>
 CASH AND CASH EQUIVALENTS - End of year	 <u>\$ 1,630,263</u>	 <u>\$ 1,396,951</u>

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

INTERNATIONAL CRITICAL INCIDENT STRESS FOUNDATION, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended December 31, 2022 (With Comparative Totals for 2021)

	2022							2021	
	Program Services				Support Services			Total	Total
	Education and Training	Outreach and Consultation	Membership Services	Total Program Services	Management and General	Development	Total Support Services		
Salaries and wages	\$ 720,664	\$ 132,861	\$ 19,953	\$ 873,478	\$ 243,855	\$ 90,877	\$ 334,732	\$ 1,208,210	\$ 1,038,283
Payroll taxes and employee benefits	98,526	18,164	2,728	119,418	33,339	12,424	45,763	165,181	142,546
Speaker fees	315,009	-	-	315,009	-	-	-	315,009	231,187
Printing costs	109,222	-	6,206	115,428	6,206	2,482	8,688	124,116	68,282
Occupancy	45,906	3,957	3,959	53,822	21,370	3,957	25,327	79,149	73,776
Royalty expense	125,498	-	-	125,498	-	-	-	125,498	79,863
Bank and credit card fees	74,402	-	4,000	78,402	-	1,600	1,600	80,002	72,005
Legal and accounting	2,123	-	-	2,123	40,338	-	40,338	42,461	34,790
Internet access and outsourced IT support	18,445	5,902	1,844	26,191	8,854	1,845	10,699	36,890	16,148
Advertising and marketing	16,392	901	360	17,653	-	360	360	18,013	10,003
Membership costs	-	-	19,055	19,055	-	-	-	19,055	30,541
Travel	77,574	-	-	77,574	-	-	-	77,574	26,324
Online training expenses	15,915	-	-	15,915	-	-	-	15,915	14,287
Event registration system fee	38,137	-	-	38,137	-	-	-	38,137	19,353
Conference Expenses	14,797	-	-	14,797	-	-	-	14,797	2,590
Office expense	4,757	1,784	594	7,135	4,162	595	4,757	11,892	20,433
Consulting	1,204	-	240	1,444	22,630	-	22,630	24,074	59
Public bookstore	10,424	-	560	10,985	224	-	224	11,209	912
Insurance	6,895	2,955	984	10,834	7,880	985	8,865	19,699	14,273
Telephone	7,242	1,811	1,207	10,260	1,206	604	1,810	12,070	12,691
Postage and shipping, net	7,983	188	751	8,922	282	188	470	9,392	3,676
Continuing education	29,444	-	-	29,444	-	-	-	29,444	23,966
Depreciation	2,122	-	-	2,122	2,036	85	2,121	4,243	5,708
Payroll processing	-	-	-	-	4,730	-	4,730	4,730	3,694
Repairs and maintenance	2,758	969	372	4,099	2,982	373	3,355	7,454	4,072
Miscellaneous	-	-	-	-	15,351	-	15,351	15,351	4,185
Dues and subscriptions	-	-	-	-	1,375	-	1,375	1,375	1,605
Scholarships awarded	2,250	-	-	2,250	-	-	-	2,250	3,100
Other taxes	-	-	-	-	309	-	309	309	-
Presentation materials	6,496	-	-	6,496	-	-	-	6,496	5,037
Bad debts	2,491	-	-	2,491	-	-	-	2,491	-
Conference Expenses - World Congress	1,413	-	-	1,413	-	-	-	1,413	59,356
Total expenses	\$ 1,758,089	\$ 169,492	\$ 62,813	\$ 1,990,395	\$ 417,129	\$ 116,375	\$ 533,504	\$ 2,523,899	\$ 2,022,745

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

INTERNATIONAL CRITICAL INCIDENT STRESS FOUNDATION, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE A – NATURE OF ACTIVITIES

The International Critical Incident Stress Foundation, Inc. (ICISF) was incorporated on February 13, 1990 to provide support for emergency services personnel experiencing critical incident stress from workplace trauma. Programs and curriculum were designed to improve the knowledge and practical skill sets of personnel and to provide critical incident stress management (CISM) teams and individuals with consultation and support services in the field of stress crisis intervention. This is done through membership services, education and training, outreach and consultation.

The vision of the International Critical Incident Stress Foundation, Inc. (ICISF) promotes a world where people have access to Critical Incident Stress Management programs and services.

The mission of ICISF is to be the leader in providing education, training, consultation, and support services in comprehensive crisis intervention and disaster behavioral health services to emergency responders, and other professions, organizations and communities worldwide.

Value Statement

ICISF shall remain devoted to the vision and mission in a manner that demonstrates commitment to ethically sound practices. While ICISF must remain fiscally responsible and stable, the strategic focus shall be upon proactive mission delivery.

Our Goals:

Five essential goals support the vision, carry out the mission and focus upon the primary objective. Those goals are listed below but not in order of priority. The goals merit annual review and update.

- 1) Enhance international activity and support.
- 2) Disseminate information.
- 3) Maintain financial stability, expansion, and accountability.
- 4) Expand the networking of people and organizations; promote missions of like-minded partners.
- 5) Create updated and improved educational programs.
- 6) Ensure succession of key personnel.

A small number of full-time employees, a few part time employees, and hundreds of independent non-employee faculty and instructors carry out the work of ICISF throughout the world. The services include more than 50 programs of education and training, support for CISM teams, consultation for people who need CISM, and a membership program.

NOTE A – NATURE OF ACTIVITIES – Continued

Education and Training:

- Development and presentation of education and training programs in the areas of individual and group critical incident stress management and post trauma syndromes, individual and group peer support / crisis intervention techniques, workplace trauma, psychotraumatology, disabling stress, disaster psychology, crisis intervention, individual and organizational resiliency, crisis management, crisis leadership and strategic planning
- Regional trainings offering an array of training courses and programs have greatly decreased and may no longer be an effective delivery mechanism
- National / international speakers' bureau
- Approved Instructor Programs (AI) (training instructors to teach the courses) and training manuals for ICISF core and elective curriculum
- Publishing of Course Manuals for curriculum in Crisis Intervention and Management
- Approved Instructor assistance, revision of curriculum format and the future implementation of AI mentor program
- Certificate of Specialized Training Program (COST), a program of multiple courses resulting in a certificate of advanced training
- Management of biannual World Congress on Stress, Trauma and Coping
- Online training and webinars
- Administration of an exam that enables people to receive a Certification in Critical Incident Stress Management that is endorsed by the University of Maryland Baltimore County

Locally:

- ICISF receives annual grant funding from BGE. This grant provides free critical incident stress management training to individuals within the BGE service area. To date, ICISF has been able to train over 350 individuals in critical incident stress management to assist their peers and community.

Outreach and Consultation:

- Coordination services for over eight hundred CISM teams in fourteen nations in addition to member resources in thirty-eight nations of varied networks and configurations
- Critical Incident Stress (CIS) clearinghouse, which handles thousands of requests for CIS information yearly (emergent, urgent, routine in nature and website visits)

NOTE A – NATURE OF ACTIVITIES – Continued

Partnerships with allied agencies and organizations in disaster response and crises intervention

- One on one consultation with individuals, organizations, and agencies in comprehensive crisis intervention
- ICISF staff works with the Anne Arundel (AA) County Police Dept. CISM Team and participates in interventions with officers and the community as needed. ICISF assists with periodic training at quarterly meetings for the CISM Team. In partnership with the AA County Mental Health Agency, staff co-teach ICISF's Group and Individual core course to AA County police officers and Crisis Response clinicians.
- ICISF staff provides consultation for the Maryland Institute for Emergency Medical Services Systems to support their work in the field of peer support and CISM
- *Crisis, Stress, and Human Resilience: An International Journal* (The Journal) is a multidisciplinary, quarterly, online, open access journal. The Journal strives to publish cutting edge papers which will further effective practice, program development, research, and general understanding, as well as innovative and even well-supported speculative thinking

Membership Benefits and Services:

- Quarterly newsletter
- Consultative services
- Team membership in ICISF places the team in an international network of CISM enabling access to professional support
- Discounted regional training and World Congress tuition for active team members
- Provide pertinent facts as part of email marketing for products, including "CISM Wisdom" things to know

Future Actions:

- Program Excellence – develop an action plan for the product improvement to include new editions of course manuals and electronic manuals
- Create a course update plan and new course plan
- Enhance the quality of ICISF Operations
- Online Course Development & management

NOTE A – NATURE OF ACTIVITIES – Continued

- CISM Team Support – develop a quality assurance program that features monitoring approved instructor and faculty conduct and performance
- Continue to expand the live remote “virtual” training and presentations as an alternative to “in-person” training
- Create a custom software for approved instructor management and all training
- Create additional partnerships and relationships with like-minded-organizations
- Updated courses of instruction
- Marketing strategies including social media, website and outreach.
- Enhancement of membership services
- Further evolution of the remote-working model
- Negotiate a new lease for office space, reducing leased square footage and for a shorter term. Current lease expires January 2024
- New approaches to the World Congress and regional trainings and outreach

NOTE B – SIGNIFICANT ACCOUNTING POLICIES

1. Basis of Accounting

ICISF prepares its financial statements on the accrual basis in accordance with accounting principles generally accepted in the United States of America.

2. Use of Estimates

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

3. Cash and Cash Equivalents

For financial reporting purposes, ICISF considers certificates of deposit and all other highly liquid investments available for current use to be cash equivalents.

4. Accounts Receivable

ICISF uses the allowance method to account for uncollectible accounts receivable.

NOTE B – SIGNIFICANT ACCOUNTING POLICIES – Continued

5. Inventory

Inventories include printed books and other course materials, and are valued at the lower of cost or market. Cost is determined by using the first-in, first-out method.

6. Property and Equipment

Property and equipment are stated at cost. Purchases and improvements which prolong the useful life of an asset are capitalized, while expenditures for small items less than \$3,000, maintenance, and repairs are expensed as incurred.

Depreciation is computed using the straight-line method. Furniture and equipment are depreciated over estimated useful lives of 5-7 years, and leasehold improvements are depreciated over the lesser of the useful life or the remaining lease term.

7. Revenue from Contracts with Customers

Revenue from contracts with customers is recognized as follows:

Publication Sales – The performance obligation is the delivery of the publication, and is satisfied when title and control of the publication are transferred to the customer. This typically occurs when the publication is shipped. Shipping and handling activities are treated as activities to fulfill the promise to transfer the publication, and not as separate performance obligations.

Training Events – The performance obligation is the provision of the training services, and are satisfied over time since the customer simultaneously receives and consumes the benefits as the training event takes place. Typically training events take place over a short period and revenue is recognized when the event is complete.

Membership Dues – The performance obligation is the making available of various member benefits (newsletter, access to consultative services, and training discounts). The performance obligation is considered to be satisfied over the time since the members simultaneously receive and consume the benefits. Dues revenue is recognized in proportion of the time elapsed to the total membership period.

Payments received in advance of revenue recognition are reported as deferred revenues in the statements of financial position.

8. Contributions

Contribution revenue is recognized when received, or, if a promise to give, when the unconditional promise is received, or if conditional, when the condition is met.

9. Functional Expenses

The costs of providing program and management activities have been summarized on a functional basis in the statements of activities and functional expenses. Certain costs have been allocated among the programs and supporting services benefited. Occupancy, depreciation, and repairs and maintenance are allocated based on estimated square footage. Salaries, payroll taxes and employee benefits are allocated based on estimates of time and effort. Other expenses are allocated based on estimates of actual use.

NOTE B – SIGNIFICANT ACCOUNTING POLICIES – Continued

10. Advertising

Advertising costs are charged to operations when incurred. Advertising costs for the years ended December 31, 2022 and 2021 were \$18,013 and \$10,003, respectively.

11. Income Taxes

ICISF is a nonprofit organization, exempt from income tax under Section 501(c)(3) of the United States Internal Revenue Code, and contributions to it are tax deductible within the limitations prescribed by the Code. ICISF has been classified as a publicly-supported organization, which is not a private foundation under Section 509(a)(1) of the Code.

ICISF follows the provisions of the Financial Accounting Standards Codification, *Accounting for Uncertainty in Income Taxes and Disclosure Amendments for Nonpublic Entities*. This topic requires ICISF to recognize or disclose any tax positions that would result in unrecognized tax benefits. ICISF has no positions that would require disclosure or recognition under the topic.

12. Recent Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board issued Accounting Standards Update 2016-02, *Accounting for Leases*, which requires that all leases greater than twelve months be presented on the statements of financial position. ICISF adopted ASC 842 effective January 1, 2022, using the modified retrospective method. Under this adoption method, reporting periods beginning after January 1, 2022 are presented under the new standard, while prior period amounts are not adjusted.

ICISF elected a package of practical expedients permitted in ASC 842. Accordingly, ICISF accounted for its existing operating lease as an operating lease under the new guidance, without reassessing (a) whether the contract contains a lease under ASC 842 (b) whether classification of the lease as an operating lease would be different in accordance with ASC 842, or (c) whether the unamortized initial direct costs before transition adjustments (as of January 1, 2022) would have met the definition of initial direct costs in ASC 842 at lease commencement. ICISF also elected the practical expedient to use a risk free rate to discount the future payments in calculating the right of use liability and asset. As a result of the adoption of the new lease accounting guidance, ICISF recognized on January 1, 2022 an operating lease liability at the carrying amount of the operating lease obligations totaling \$156,998 and right-of-use (ROU) assets at carrying amounts totaling \$156,998. The operating lease liability of \$156,998 represents the present value of the remaining lease payments of \$157,172, discounting using the U.S Treasury Rate of 0.11%.

13. Subsequent Events

In preparing these financial statements, International Critical Incident Stress Foundation, Inc. has evaluated events and transactions for potential recognition or disclosure through May 30, 2023 the date the financial statements were available to be issued.

14. Reclassifications

Certain reclassifications have been made to the 2021 financial statements to conform to the current year presentation. These reclassifications had no effect on previously reported changes in net assets.

NOTE C – ACCOUNTS RECEIVABLE

Accounts receivable are comprised mainly of billings for educational program fees and workbooks. Based on a review of the accounts receivable listing, management has established an allowance for doubtful accounts of \$5,000 as of December 31, 2022 and 2021.

NOTE D – LIQUIDITY

ICISF’s financial assets available within one year of the date of the statements of financial position for general expenditures includes:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 1,347,385	\$ 1,096,297
Accounts receivable, net	<u>217,040</u>	<u>176,813</u>
Total liquid assets	<u>\$ 1,564,425</u>	<u>\$ 1,273,110</u>

None of these financial assets are subject to specific donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. See Note H regarding net assets subject to donor restriction. ICISF has a goal to maintain financial assets, which consist of cash and cash equivalents and accounts receivable, to meet both normal operating expenses and unanticipated capital needs. ICISF has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due. ICISF holds cash at various banks to mitigate the risk of uninsured deposits, see Note K.

NOTE E – CONTRACT ASSETS AND LIABILITIES

The balances of receivables, contract assets, and contract liabilities from contracts with customers are as follows as of December 31,:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Receivables	<u>\$ 217,040</u>	<u>\$ 176,813</u>	<u>\$ 155,969</u>
Contract liabilities:			
Deferred dues	\$ 154,911	\$ 156,860	\$ 131,685
Deferred instructor renewal fees	18,523	11,703	17,197
Deferred conference credits	46,043	36,122	29,793
Deferred conference and training fees	<u>42,103</u>	<u>55,104</u>	<u>90,508</u>
Total contract liabilities	<u>\$ 261,580</u>	<u>\$ 259,789</u>	<u>\$ 269,183</u>

Revenue from contracts with customers total \$2,772,870 and \$2,262,256 for the years ended December 31, 2022 and 2021, respectively and includes publication sales, training events, and membership dues revenue.

NOTE F – PROPERTY AND EQUIPMENT

At December 31, 2022 and 2021, property and equipment consisted of the following:

	<u>2022</u>	<u>2021</u>
Leasehold improvements	\$ 18,692	\$ 18,692
Office equipment and furniture	<u>37,633</u>	<u>37,633</u>
	56,325	56,325
Less: accumulated depreciation	<u>(51,602)</u>	<u>(47,359)</u>
Property and equipment, net	<u>\$ 4,723</u>	<u>\$ 8,966</u>

Depreciation expense for the years ended December 31, 2022 and 2021 was \$4,243 and \$5,708, respectively.

NOTE G – RELATED PARTY TRANSACTIONS

ICISF entered into a licensing agreement with two of the Organization's founders, who are also employees. The agreement requires ICISF to pay royalties to the founders for the use of licensed material sold after December 31, 2011, and was effective on November 1, 2012. The agreement will remain in effect for ten years following the effective date, and may be terminated by the founders for non-payment of royalties due. If the agreement were to be terminated, ICISF will be obligated to continue to pay royalties for as long as they continue to use the licensed materials. The agreement provides for automatic one-year renewals each year following the initial ten year term, unless the parties agree otherwise. Royalties are calculated on a calendar year basis, and are paid on a quarterly basis, less returns and credits. Royalties are due within thirty days of each quarter end. Royalties will be split between both founders at an agreed upon percentage.

Royalty expense was \$125,498 and \$79,863 for the years ended December 31, 2022 and 2021. Royalties payable were \$37,247 and \$23,203 for the years ended December 31, 2022 and 2021, respectively.

ICISF purchases books and other items for resale from a company owned by one of the Organization's founders. Purchases from this company were \$11,050 and \$13,200 for the years ended December 31, 2022 and 2021, respectively.

ICISF has a few board members who are also paid as instructors. Total instructor fees paid to these members were \$43,250 and \$18,750 for the years ended December 31, 2022 and 2021, respectively.

NOTE H – NET ASSETS WITH DONOR RESTRICTIONS

Included in net assets on the statements of financial position, ICISF has net assets with donor restrictions of \$33,334 and \$15,539 as of December 31, 2022 and 2021, respectively, restricted for scholarships. The restriction will be released when the scholarship is granted.

NOTE I – LEASE AGREEMENTS

ICISF leases office space through a lease which expires in January 2024 included in the Right-of-Use (ROU) asset and lease liability. The base rent was \$5,774 per month starting February 2019, and increases 2.5% each year thereafter. Rent expense for office space was \$75,559 and \$72,058, for the years ended December 31, 2022 and 2021, respectively. Future minimum lease payments are as follows for the office lease for the years ending December 31:

	2023	\$ 76,328
	2024	<u>6,374</u>
	Total payments	82,702
	Less: present value discount	(54)
	Less: operating lease liability - current portion	<u>(76,276)</u>
	Operating lease liability - net of current portion	<u>\$ 6,372</u>

NOTE J – RETIREMENT PLANS

ICISF has instituted a Savings Incentive Match Plan for employees of small employers (SIMPLE) . The plan covers all employees who are expected to receive compensation of at least \$5,000 for the calendar year and received compensation of at least \$5,000 in the previous two calendar years. Beginning in 2019, ICISF contributed an amount equal to each employee’s individual contribution to the plan, not to exceed 3% of the employee’s eligible compensation for the calendar year. For the years ended December 31, 2022 and 2021, ICISF made matching contributions of \$27,729 and \$26,077 to the SIMPLE plan, respectively.

ICISF has instituted a deferred compensation plan for one employee under section 457(b) of the Internal Revenue Code. ICISF will make a contribution of \$50 per month to the plan. For the years ended December 31, 2022 and 2021, ICISF made contributions of \$600 to the plan. The employee also makes contributions to and withdrawals from the plan. The assets are invested in ICISF’s name and, accordingly, a deferred compensation liability of equal amount is recorded on the statements of financial position. For the years ended December 31, 2022 and 2021, the deferred compensation asset and corresponding liability account balances were \$282,878 and \$300,654, respectively.

NOTE K – CONCENTRATION OF CREDIT RISK

ICISF maintains its cash in commercial banks, which are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per financial institution. At December 31, 2022, there was approximately \$369,000 in uninsured deposits. ICISF has not experienced any loss in these accounts and does not believe it is exposed to any significant credit risk on its cash balances.

NOTE L – RECONCILIATION OF CASH AND CASH EQUIVALENTS

The following table provides a reconciliation of amounts reported within the statements of financial position to the total cash and cash equivalents as reported within the statements of cash flows:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 1,347,385	\$ 1,096,297
Cash - deferred compensation plan	<u>282,878</u>	<u>300,654</u>
Total cash and cash equivalents	<u>\$ 1,630,263</u>	<u>\$ 1,396,951</u>

NOTE M – COVID-19

ICISF is operating in an environment in which a global pandemic exists in relation to the novel coronavirus, COVID-19. As a result of the pandemic, ICISF received various government grants. In February 2021, ICISF obtained a second PPP loan of \$180,000, which is being recognized as grant income in 2021 because it was entirely forgiven in February 2022 under the provisions of the program. As of the date of these financial statements, ICISF does not have any additional liabilities resulting from COVID-19 and its operations have not been significantly impacted by the virus.



INTERNATIONAL CRITICAL INCIDENT STRESS FOUNDATION, INC.

3290 Pine Orchard Lane, Suite 106, Ellicott City, MD 21042 | (410) 750-9600

ICISF.ORG

ICISF Board of Directors 2024

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Board Members

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John Durkin, Ph.D.

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Patty Stewart-McCord, BGS

Deputy Chief John Scholz

Francis A. Sullivan, LCSW-C

Lt. Steven J. Thomas

Richard Barton

Experience

International Critical Incident Stress Foundation, CEO, August 2013 to present

- Lead the management of daily and long-term functions of the educational foundation that provides training, support, advocacy, and connection of programs in the realm of Critical Incident Stress Management. This global foundation trains and supports programs to help emergency first responders and other professions manage the emotional stress resulting from their field of work. This position leads all financial and operating functions, including direction and support of 1,450 instructors worldwide, using a small overhead staff. I was hired by this Foundation to craft and implement a management turnaround. The Foundation suffered a \$250,000 loss in the two years prior to my arrival and after my first three months the Foundation had a positive balance sheet for the first time in five years.

Caroline County Public Schools Board of Education, December 2020 to present

- **Elected position November 2020**, serving a four-year term of office as a member of the School Board. During 2022 served as vice president of the five-person board. During this tenure the Board recruited and hired a superintendent and presided over the challenges of the COVID 19 pandemic. The primary duties of the Board are to supervise and direct the Superintendent of Schools and to authorize large contracts and district policies. President of Board 2023,2024.

Superintendent of the Maryland Park Service, Department of Natural Resources: September 1990 to April 2007

- Agency management including a statewide network of 900 employees and 1,500 volunteers, a complicated \$44 million budget, extensive physical infrastructure including both capital projects and routine maintenance of facilities, revenue generation and accounting, recreation and educational programs, major special events, and services to millions of annual visitors.
- Held the rank of Colonel as commander of a force of 218 law enforcement officers. Attended the Maryland State Police Academy, maintained police certification, and directed all law enforcement operations.
- Established clear priorities, identified objectives, designed and implemented strategies and measured performance using defined benchmarks. Implemented numerous creative service programs and efficiency initiatives, during this 17-year tenure, that were duplicated by other agencies in Maryland and nationwide. Our revenue tripled during my tenure and our budget never finished in the red.
- Close partnerships and collaboration with: communities and citizens across Maryland, government agencies including public safety and police, corporate businesses, military

departments, educational institutions, tourism agencies, non-profit organizations, volunteers and civic leaders. Extensive work with the General Assembly.

Caroline County Humane Society, Executive Director, February to August 2013

- I was contracted to assess and develop a turnaround; to help the non-profit through a transitional period. They were in the budget “red” when I arrived and in the “black” when I departed. Directed the daily and long-term management and development of this non-profit organization providing animal control and animal care services for the County. This included management of an animal shelter providing support primarily to domestic animals.

Special Olympics Maryland, President and CEO; June 2012 to February 2013

- The Board of Directors contracted with me to serve in an interim position to provide the Board the time necessary to select a new President and CEO. They asked me to help them after a sudden departure of the CEO and to help the organization through a difficult transition. The organization was in disarray when I arrived. Directed the daily and long-term management and development functions of this major non-profit sports organization that serves people who have intellectual disabilities.

PROPARX Consulting Services: March 2011 to June 2012

- Management analysis including strategic plans, employee mentoring, staffing plans, emergency planning, motivation training, and leadership training. Also serve as an acting executive for organizations with a specialty in change management and as a turnaround specialist. One large project included creating extensive management plans for the Delaware State Parks.

Caroline County Administrator: June 2008 to March 2011

- Directed the operation of Caroline County Government under the direction of the Board of Commissioners. Managed multiple departments and 225 people in public works, emergency services, planning, corrections, recreation, finance and administration.
- Managed the budget, directed the workforce, coordinated with government and private partners, oversight of grant programs, and managed a variety of projects.
- Leadership and management during and after the 2008 recession, and successfully led priority-based budget reductions that reduced the least essential services and remained within the budget. The County won annual awards for financial management during my tenure

Education

Master of Science: Michigan State University, East Lansing, Michigan

Degree from College of Agriculture and Natural Resources, Resource Management. Graduate assistant.

Bachelor of Science: Bryant University, Smithfield, Rhode Island

Graduated Cum Laude. Majored in business management, minored in economics, significant work in accounting and English.

Professional Skills:

Experienced leader, strategic manager, writer, motivational speaker and administrator who functions well as part of a team. Managed vast infrastructure including buildings, roadways, outdoor facilities, and utilities. Managed both routine and capital projects. Project planner, facilitator and coordinator of complicated tasks and events. Worked extensively with vendors and managed contract services in numerous circumstances. Those skills enable me to be a professional turnaround specialist with a record of positive results, and collaborative relationships with people.

Additional

Interim Secretary of Maryland Department of Natural Resources after the resignation of Secretary Franks, January 2007

Caroline County Human Services Council, Board of Directors September 2009 to March 2011

Special Olympics Maryland, Board of Directors, 2009- 2012, Vice Chair 2012

Freelance writer, authored hundreds of articles and other pieces

Bay to Ocean Writers Conference, 2012 Conference Chair, 2015 Co-Chair, Eastern Shore Writers' Association.

Trail Conservancy, Inc. President of the Board of Directors 2007-present
Caroline County Humane Society Board of Directors 2007-2008

Town of Ridgely, Maryland, Parks Advisory Committee, 1992 to 2007

Heavy equipment operation, truck driver, operated a landscaping service

Board of Directors, Ridgely Little League and coach, 1992-2001

YMCA of the Chesapeake, Corporate Board of Directors 2018 to present

Melvin Jones Award winner 2022, Ridgely Lions Club, member since 2003, President 2005-2006, and 2014-2015

Managed my farm for 20 years

CURRICULUM VITAE
VICTOR W. WELZANT, Psy.D.
Clinical Psychologist

EDUCATION

- 2001 American School of Professional Psychology- Virginia Campus
Psy.D. Clinical Psychology
- 1990 Loyola College - Baltimore, MD
M.S. Counseling Psychology
- 1986 Loyola College - Baltimore, MD
B.A. Psychology

PROFESSIONAL EXPERIENCE

- 2017-Present Director -Postdoctoral Fellowship in Trauma Psychology/ Coordinator of Psychology – Sheppard Pratt Health System – Towson, MD
Serve as director of a postdoctoral training program in Trauma Psychology. Coordinated and expanded the trauma consultation program within the health System. Provided training in trauma psychotherapy to program staff.
- 2003-Present Director of Education and Training- International Critical Incident Stress Foundation, Inc. – Ellicott City, MD
Responsibilities include faculty selection and development, educational quality assurance, and curriculum review and development. Provided direction for online training program. Responsible for national conferences, speakers bureau, and the international World Congress on Stress, Trauma, and Coping. Provided consultation nationally on crisis team development and critical incident response, natural and manmade disasters.
- 2008- Present Psychologist- Private Practice- Towson, MD
Provide individual and group psychotherapy, clinical supervision, and organizational consultation. Provide threat assessment and training for international clients. Serve as administrator of private practice.
- 2008-Present Consultant – Harford County Sheriff's Dept. Bel Air, MD
Provide training and on scene consultation for Crisis Negotiation Team, Critical

- Incident Stress Management Team, and CIT team.
- 1993-Present Team supervisor and Trainer - Sheppard Pratt Health System- Critical Incident Stress Management Team- Towson, MD
Provide crisis intervention services, training, and supervision for health system employees. Provide consultation regarding workplace violence.
- 1995-Present Clinical Director- Anne Arundel County Fire/EMS/Rescue Critical Incident Stress Management Team. Millersville, MD.
Provide crisis intervention services to fire/EMS personnel. Provide training to paramedic recertification classes in management of behavioral emergencies. Provide consultation to Supervisory personnel.
- 2002-2007 Director of Acute Trauma Services – Sheppard Pratt Health System- Towson, MD
Program development and administration. Provide clinical supervision and consultation. Conduct assessments, and provide individual and group intervention. Provide staff training. Provide inpatient psychotherapy services.
- 2003- 2006 Consultant -Maryland Mental Hygiene Administration: Division of Special Populations. Jessup, MD
Provide disaster behavioral health training and consultation for state of MD
Serve on Maryland Disaster Behavioral Health Task Force (ad hoc). Reviewed Disaster Plans for the Mental Hygiene Administration and the Alcohol and Drug Abuse Administration. Served as an evaluator of Disaster Drills.
- 1991-2008 Psychiatrist Assistant / Psychotherapist - Private Practice - Towson MD
Provide individual and couples therapy to adult clients. Provide training and organizational consultation.
- 1998-Present Training Faculty - International Critical Incident Stress Foundation, Inc. Ellicott City, MD
Provide workshops and consultation nationally on Crisis Intervention and the treatment of psychological trauma. Serves as Continuing Education Coordinator for international conferences.
- 1997-2003 Board of Directors - International Critical Incident Stress Foundation, Inc. Ellicott City, MD.
Serve on a nonprofit Board of an organization that provides training and crisis intervention services to emergency services personnel, medical facilities, and private corporations.

- 2001- 2008 Independent Contractor (Consultant) – Forensic Services: Dulaney Station. Timonium, MD.
Provide consulting services to Baltimore County Police Department Hostage Negotiation Team and the Maryland State Police Critical Incident Stress Team on an as needed basis.
- 1993-Present Team supervisor and Trainer - Sheppard Pratt Health System- Critical Incident Stress Management Team- Towson, MD
Provide crisis intervention services, training, and supervision for health system employees. Provide consultation regarding workplace violence.
- 1997-2000 Psychotherapist-Trauma Disorders Unit - Sheppard-Pratt Health System-Towson, MD
Provide individual psychotherapy for an inpatient adult unit, as part of a multi disciplinary treatment team.
- 1996- 2000 Adjunct Faculty- Psychology Dept. Towson University. Towson, MD
Instructor for undergraduate course: Introduction to the Helping Relationship
- 1995-1999 Emergency Dept-Behavioral Emergency Evaluator - Upper Chesapeake Health System, Harford County, MD
Provided crisis intervention services and evaluations in two community hospital emergency departments.
- 1993-2017 Critical Incident Team Clinical Director- Howard County Critical Incident Stress Management Team. Howard County, MD.
Provide crisis intervention services to police and fire / rescue personnel.
- 1994-2009 American Red Cross Disaster Mental Health Team Member - Central Maryland Chapter.
Provide crisis intervention services to disaster victims.
- 1993-1995 Patient Coordinator-Trauma Disorders Day Hospital - Sheppard Pratt Health System. Towson, MD
Provided case management services, program development, and served as a group therapist, for outpatients with Post-Traumatic conditions. Served on hospital Risk Management Committee.
- 1986-1993 Mental Health Worker- Sheppard Pratt Health System. Towson, MD
Worked as a member of an interdisciplinary treatment team on an adult acute inpatient units. Served on a professional practice task force.

- 1993-1994 Instructor - Healthfast. Towson, MD
Provided instruction in stress management and assertiveness training for a physician administered weight loss program, on an as needed basis.
- 1986 Research Technician - Johns Hopkins University School of Medicine: Dept. of Neuroscience. Baltimore, MD
Provided technical support services for a neuroscience laboratory.

SUPERVISED TRAINING EXPERIENCE

- 2000-2001 Intern - Towson University Counseling Center. Towson, MD.
Doctoral Intern in APA Accredited Internship Program. Provided individual And group psychotherapy, Consultation, Career Services, and HIV counseling. Provided supervision of extern trainees.
- 1997-1998 Clinical Extern - Union Memorial Hospital- Division of Psychology and Behavioral Medicine. Baltimore, MD
Provided individual and group psychotherapy to medical and psychiatric Inpatients and outpatients. Provided consultation to intensive care, cardiology, oncology services, and hand rehabilitation services.
- 1996-1997 Clinical Extern - Johns Hopkins Bayview Hospital: Baltimore Regional Burn Center. Baltimore MD.
Provided individual assessment and psychotherapy services for an inpatient intensive care burn unit, and an outpatient burn clinic.
- 1993-1995 Psychotherapist - Dissociative Disorders Low-Cost Psychotherapy Clinic. Lutherville, MD
Provided individual psychotherapy. Participated in individual and group supervision.
- 1996-2000 Graduate Teaching Assistant - American School of Professional Psychology, Virginia Campus.
Served as Teaching Assistant for Diagnostic and Clinical Interviewing, Family Therapy, Client Centered and Experiential Therapy Courses.
- 1989 Counseling Extern - Towson State University Counseling Center. Towson, MD
Conducted individual psychotherapy and career counseling for college undergraduates. Conducted substance abuse intakes. Provided services in a walk in career center.
- 1986-1993 Graduate Teaching Assistant - Loyola College. Baltimore, MD

Provided lectures to graduate and undergraduate students on topics of stress Health psychology, biofeedback, and Post-traumatic Stress Disorder.
Responsible for overall operation of a biofeedback laboratory for students.

PUBLICATIONS

- Lowenstein, R. and Welzant, V. (2010) Treatment of Complex PTSD. In Vermetten, E. Lanius, R. and Paine, C. The Impact of Early Life Trauma on Health and Disease. Cambridge University Press. UK.
- Everly, G. S., Jr., Welzant, V., & Jacobson, J. (2008) Resistance and Resilience: The Final Frontier in Traumatic Stress Management. International Journal of Emergency Mental Health, 10(4), 261-270.
- Everly, G. S., Jr. , Smith, K. J., & Welzant, V. (2008) Cognitive – Affective Resilience Indicia as Predictors of Burnout and Job Related Outcome. International Journal of Emergency Mental Health, 10(3), 185-189.
- Welzant, V., Kolos, A. (2006) Training Standards in Critical Incident Stress Management. In. Leonhardt and Vogt. Critical Incident Stress Management in the Aviation. Ashgate Publishers, Ltd. UK.
- Kaul, R. & Welzant, V. (2005) Disaster Mental Health: A Discussion of Best Practices As Applied After the Pentagon Attack. In A Roberts: Crisis Intervention Handbook: Assessment, Treatment and Research. New York. Oxford University Press.
- Welzant, V. (2005). Stabilizing Patients with Dissociative Disorders. Psychiatric Annals, Vol. 35 (8) 678-684.
- Welzant, V. , Torpey, R., and Sienkilewski, K. (1995). Developing a Critical Incident Stress Debriefing Team in a Mental Health Care System. Journal of the American Psychiatric Nurses Association, Vol.1, (6) 177-182.

SELECTED PROFESSIONAL PRESENTATIONS

- Welzant, V. (2010) Psychological Services in Executive Protection. Robert Oatman & Associates Executive Protection Training. Baltimore, MD.
- Welzant, V. (2010) Critical Incident Stress Management Team Training. Presented to the Staff of Medstar Health: Franklin Square Hospital. Baltimore, MD.

- Welzant, V. (2010) Update on Critical Incident Stress Management. Baltimore County Emergency Management Task Force, Baltimore County, MD.
- Welzant, V. (2009) Invited Visiting Expert in Psychotraumatology lecture series - Ministry of Health: Singapore.
- Welzant, V. (2008) Dissociative Disorders Treatment. Presented to Staff of Magellan Behavioral Health Care Staff. Baltimore, MD
- Kolos, A. & Welzant, V. (2007) Post Traumatic Cognitions in Crisis Intervention. Presented to The 9th World Congress on Stress, Trauma, and Coping. Baltimore, MD.
- Welzant, V. & Kolos, S. (2007) Incorporating Risk Communication Principles into Comprehensive Crisis Intervention. Presented to the 9th World Congress on Stress, Trauma, and Coping. Baltimore, MD.
- Welzant, V. (2006). Stress Management for the Trauma Service Provider. Invited Workshop Presented to NAV Portugal Critical Incident Stress Management Team. Faro, Portugal.
- Welzant, V. (2006) Psychosocial Aspects of Trauma Care. Presented to the U. S. Department of State Trauma Course. University of Maryland School of Nursing. Baltimore, MD
- Welzant, V. (2006) Stress Management for the Trauma Provider. Invited Workshop. Changi General Hospital Trauma Conference 2006. Singapore.
- Welzant, V. (2006) The impact of trauma on lives. Invited Keynote Address. Changi General Hospital Trauma Conference 2006. Singapore.
- Welzant, V. (2006) Group Crisis Intervention. Presented to the Pentagon Employee Referral Service Staff. The Pentagon. Washington, D.C.
- Welzant, V. (2006) Traumatic Grief and Death Notification. Presented to Staff of Grassroots Crisis Intervention. Columbia, MD.
- Welzant, V. (2005) Effective Stress Control: Toward Improved Health and Safety. Keynote Presentation: NASA Langely Research Center. Langely, Virginia.
- Welzant, V. (2005) Overview of Mental Health Issues for Public Health Responders. Maryland Public Health Team Institute Training. Linthicum, Maryland.
- Kaul, R. & Welzant, V. (2005) Disaster Response Training for Community Response. Presented to Baltimore Washington Center for Psychoanalysis. Laurel, Maryland.
- Welzant, V. (2005) Disaster and Terrorism Training. Maryland Dept. of Health and Mental Hygiene: Institute of Alcoholism and Drug Abuse Studies. Salisbury, Maryland.

- Welzant, V. (2005) Overview of Suicide Assessment. Presented to staff of the Retreat at Sheppard Pratt Health System. Towson, MD.
- Welzant, V. (2004) Recovery From Trauma. Presented to the Montgomery County Dept. Of Health and Human Services. Rockville, MD.
- Welzant, V. (2004) Stress Management for Health Professionals and Emergency Personnel. Presented to the Maryland Emergency Management Agency. Reisterstown, Maryland
- Welzant, V. (2004) Violence in the Workplace. Presented to Equity Management Group. Bethesda, Maryland.
- Welzant, V. (2004) Advanced Group Crisis Intervention. Presented to Gettysburg Hospital. Gettysburg, Pennsylvania.
- Welzant V. (2004) Acute Traumatic Stress: Toward an Integrative Model of Treatment. Grand Rounds: Sheppard Pratt Health System. Towson, MD.
- Welzant, V. (2004) Stress Management for the Trauma Provider. Presented to the Massachusetts Critical Incident Stress Management Team. Gardner Massachusetts.
- Welzant, V. (2004) Crisis Intervention. Presented to Anne Arundel County Schools Millersville, MD.
- Welzant, V. (2003) PTSD in the Workplace. Presented to the Pentagon Employee Assistance Program. Washington, DC.
- Welzant, V. (2003) Suicide: Clinical Assessment and Intervention. Presented to the Delaware Department of Human Services Summer Institute. Dover, Delaware.
- Welzant, V. (2003) Advanced Group Crisis Intervention. Presented to the Environmental Protection Agency Employee Assistance Program. Washington, DC.
- Welzant V. (2003) Group Crisis Intervention. Presented to Sheppard Pratt Health System. Towson, MD.
- Welzant, V. (2003) Suicide Prevention, Intervention, Postvention. Presented to Delaware Dept. of Human Services. Dover, Delaware.
- Welzant, V. (2002) Group Crisis Intervention. Presented to U.S. Public Health Service: National Disaster Medical Service. Olympic Venue Training Salt Lake City, Utah.
- Welzant, V. (2002) Individual Crisis Intervention. Presented to the Environmental Protection Agency Employee Assistance Crisis Team. Arlington, Virginia.

- Welzant, V. (2002) Group Crisis Intervention. Presented to the Environmental Protection Agency Employee Assistance Crisis Team. Arlington, Virginia.
- Welzant V. (2002) Group Crisis Intervention. Presented to Delaware Dept. of Human Services. Dover, Delaware.
- Welzant, V. (2002) Psychotraumatology. Presented to Erie County Critical Incident Stress Management Team. Erie Pennsylvania.
- Welzant, V. (2002) Treatment of Traumatic Stress. Presented to Delaware Dept. of Human Services Summer Institute.
- Welzant, V. (2002) Psychotraumatology. Presented to U.S. Army AMMED Fort Sam Houston, San Antonio, Texas.
- Welzant, V. (2002) Group Crisis Intervention. Presented to Virginia Dept. of Mental Health. Fairfax, Virginia.
- Welzant, V. (2002) Group Crisis Intervention. Presented to St. Mary's County Dept. of Mental Health. Maryland.
- Welzant, V. (2001). Trauma 101: An Overview of Psychological Trauma. Presented to the Maryland Mental Hygiene Administration conference on Trauma, Parenting, and Attachment. Annapolis, MD.
- Welzant, V. (2001). Crisis Management in the College Counseling Center. Presented to the 7th Annual Professional Mental Health Conference. Towson University. Towson, MD.
- Welzant, V. (2001). Treatment of Complex PTSD. Workshop presented to the Sixth World Congress on Stress, Trauma, and Coping in the Emergency Professions. Baltimore, MD.
- Welzant, V. (2001). Post Traumatic Stress Disorder in Law Enforcement Personnel. Presentation to the Maryland State Police Critical Incident Team. Camp Fretterd, MD.
- Welzant, V.(2001). Critical Incident Stress Management. Presented as part of the IEMC Olympic Venues Consequences of Terrorism Course. Federal Emergency Management Agency. Emmitsburg, MD.
- Welzant, V. (1999). Critical Incident Stress Management. Presentation to the Federal Emergency Management Agency : Consequences of Terrorism Course. Mt. Weather, West Virginia.
- Torpey, R. and Welzant, V. (1999). The Evolution of a Critical Incident Stress Management Team in a Mental Health Care System. Presented to the Fifth World Congress on Stress, Trauma, and Coping in the Emergency Professions. Baltimore, MD.

Welzant, V. (1998). Short Term Treatment of Acute Stress Disorder. Presentation to the trauma Disorders Conference, Sheppard Pratt Health System. Towson MD.

Welzant, V. and Torpey, R. (1997). Developing a CISD Team in a Mental Health Care Delivery System. Presented to the Fourth World Congress on Stress, Trauma, and Coping in the Emergency Professions. Baltimore, MD.

Karfgin, A. and Welzant, V. (1995). Day Hospital Treatment of Dissociative Disorder Clients. Workshop presented to the American Association for Partial Hospitalization Inc. Annual training conference. Denver, Colorado.

Karfgin, A., Snow, D., and Welzant, V. (1994). Day Treatment and Intensive Outpatient Management of Trauma Disorders. Presented to the Dissociative Disorders Conference, Sheppard Pratt Health System. Towson, MD.

HONORS AND AWARDS

- 2017- Fellow International Society for the Study of Trauma and Dissociation
- 2006- Diplomate / Board Certification American Academy of Experts in Traumatic Stress.
- 2001- Michael J. Fedock III Award- International Critical Incident Stress Foundation.
- 1998- Distinguished Faculty Award- Towson University Psi-Chi.
- 1997-98 American School of Professional Psychology- Virginia Campus Academic Fellowship.
- 1995- Honor Award-Special Citation for Exceptional Volunteer Service. American Red Cross.
- 1990- Psi-Chi National Honor Society in Psychology- Member.

PROFESSIONAL AFFILIATIONS

American Psychological Association
APA Division 56 (Trauma Psychology) Member
American Trauma Society
ASIS International
Association of Threat Assessment Professionals
International Critical Incident Stress Foundation
International Society for the Study of Trauma and Dissociation
International Society for Traumatic Stress Studies

**Lisa
Joubert**

CFO

Contact

Chief financial officer (CFO) who is knowledgeable about the International Critical Incident Stress Foundation Inc.'s financial operations.

Work History

2019-02 -
Current

CFO

International Critical Incident Stress Foundation, Elliott City, MD

- Finance Director duties plus:
- Directed budget development, budgetary controls and recordkeeping to make informed financial decisions.

2015-01 -
2019-02

Finance Director

International Critical Incident Stress Foundation, Elliott City, MD

- Bi-weekly payroll processing.
- Prepared accurate financial statements at end of quarter to summarize financial health compared to annual budget.
- Works closely with outside CPA firm to prepare the annual audit of financial statements and tax returns.
- Oversaw accounts payable and receivable to track income and expenditures.
- Prepared monthly reconciliation of bank accounts and took corrective actions on deviations.

2013-01 -
Current

Recording Secretary

International Critical Incident Stress Foundation, Elliott City, MD

- Present the financial report to the Board of Directors.
- Attend quarterly board of directors meeting to record and transcribe minutes.

Education

1987-08 -
1991-05

Bachelor of Arts: Psychology

University of Maryland Baltimore County - Baltimore

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: International Critical Incident Stress Foundation, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Richard Barton	CEO	\$250.00	\$139,853.00
Victor Welzant, PsyD	Executive Director of Education	\$4,000.00	\$109,775.00
Lisa Joubert	CFO	\$250.00	\$78,191.00

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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

December 4, 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 a **Sole Source** contract with The International Critical Incident Stress Foundation, Inc. (VC# 170457), Ellicott City, Maryland, in the amount of \$75,150 for the provision of Critical Incident Stress Management Peer Support trainings to Community Mental Health Center (CMHC) clinicians, Disaster Behavioral Health Response Team members, and other mental health services providers throughout the state, with the option to renew for up to three (3) additional years, effective upon Governor and Council approval through September 30, 2024. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-092-922010-41200000 HEAL TH AND SOCIAL SERVICES, HEAL TH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% FEDERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	067-500557	Provider training / education	92264120	\$36,050
2025	067-500557	Provider training / education	92264120	\$39,100
			Total	\$75,150

EXPLANATION

This request is **Sole Source** because the Contractor is the only contractor able to provide Critical Incident Stress Management Peer Support training. This training is the Contractor's intellectual property and is approved by the Substance Abuse and Mental Health Services Administration (SAMHSA). The Contractor is the only known vendor able to provide the necessary services because they are the only training provider that offers a Train-the-Trainer model, and they use proprietary materials in their trainings.

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

The purpose of this request is for the provision of Critical Incident Stress Management Peer Support (CISM) trainings to CMHC clinicians, Disaster Behavioral Health Response Team members, and other mental health services providers across the state in order to increase these providers' capacities to address the community impacts of public health emergencies, mass shootings and other critical incidents. The trainings are designed to not only prepare providers in the event of a crisis, but also to support the Department's goal of developing and sustaining CISM Trainers statewide.

In response to the increased national discourse around mass shootings, the Bipartisan Safer Communities Act (BSCA) (P.L. 117-159) provided funding to all states to strengthen and enhance mental health emergency preparedness and crisis response efforts. Funds must be spent on specific activities, including behavioral health crisis response trainings. The Department's Division for Behavioral Health and Disaster Behavioral Health Response Team collaborated to recommend this collection of SAMHSA approved trainings.

Approximately 214 individuals will be trained during State Fiscal Years 2024 and 2025.

The Contractor will provide a series of ten (10) CISM trainings designed to increase local providers' knowledge and skills with assisting individuals and groups responding to a critical incident. Trainings will address interventions that are matched to the needs of the situation and the recipient populations, and cover topics such as assisting individuals in crisis and group crisis intervention, de-escalation skills for the frontline, interventions with children, and advanced trainings.

The Department will monitor services by reviewing quarterly reports provided by the Contractor.

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

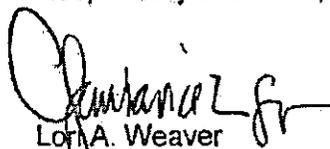
Should the Governor and Council not authorize this request, CMHC clinicians, Disaster Behavioral Health Response Team members, and other mental health services providers across the state will not receive the training necessary to address the community impacts of public health emergencies, mass shootings and other critical incidents. Additionally, the Department will be limited in its ability to ensure a CISM Train-the-Trainer model is developed and sustained in order to be prepared to respond to future critical incidents.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #B09SM087307.

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

Respectfully submitted,


Lori A. Weaver
Commissioner

Subject: Critical Incident Stress Management Training (SS-2024-DBH-31-CRITI-01)

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The International Critical Incident Stress Foundation, Inc.		1.4 Contractor Address 3290 Pine Orchard Lane, Suite 106 Ellicott City, MD 21042	
1.5 Contractor Phone Number 410-750-9600	1.6 Account Number 05-95-092-922010-41 200000-067-500557	1.7 Completion Date 9/30/2024	1.8 Price Limitation \$75,150
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: Richard Barton Date: 1/9/2024		1.12 Name and Title of Contractor Signatory Richard Barton Chief Executive Offi	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 1/9/2024		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By: <u>Folyn Guanno</u> On: 1/11/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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
Critical Incident Stress Management Training
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and 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
Critical Incident Stress Management Training
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide Critical Incident Stress Management Peer Support (referred to as CISM) trainings to Community Mental Health Center (CMHC) clinicians, Disaster Behavioral Health Response Team (DBHRT) members, and other mental health services providers, as determined by the Department.
- 1.2. The Contractor must ensure services are available statewide.
- 1.3. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.
- 1.4. For the purposes of this Agreement, all references to business hours means Monday through Friday from 9:00AM to 5:00PM.
- 1.5. The Contractor must provide CISM trainings, either in-person or virtually as determined by the Department, at a location provided by the Department. The Contractor must ensure trainings include, but are not limited to:
 - 1.5.1. Conducting two (2) 3-day, in-person Assisting Individuals in Crisis and Group Crisis Intervention trainings.
 - 1.5.2. Conducting one (1) 1-day, in-person and four (4) virtual De-escalation Skills for the Frontline: A Practical Approach training.
 - 1.5.3. Conducting one (1) 2-day, in-person CISM: Application with Children training.
 - 1.5.4. Conducting one (1) 2-day, in-person Advanced Group Crisis Intervention training.
 - 1.5.5. Conducting one (1) 2-day, in-person Advanced Assisting Individuals in Crisis training.
- 1.6. The Contractor must provide training materials for all participants.
- 1.7. The Contractor must administer post-training surveys for each participant after each of the trainings outlined in Section 1.5., and share the survey results with the Department with a goal of 75% satisfaction rates.
- 1.8. The Contractor must administer the CISM Certification of CISM Knowledge Exam for participants, identified and approved by the Department, who want to become CISM trainers. The Contractor must:
 - 1.8.1. Provide the CISM Practical Review books per participant taking the exam.
- 1.9. Reporting
 - 1.9.1. The Contractor must submit quarterly reports, which include, but are not limited to:

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**New Hampshire Department of Health and Human Services
Critical Incident Stress Management Training
EXHIBIT B**

- 1.9.1.1. A list of attendees for each training.
- 1.9.1.2. Results of post-training surveys of training participants.
- 1.9.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Credits and Copyright Ownership

- 3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.2.3.1. Brochures.
 - 3.2.3.2. Resource directories.
 - 3.2.3.3. Protocols or guidelines.
 - 3.2.3.4. Posters.
 - 3.2.3.5. Reports.
- 3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

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**New Hampshire Department of Health and Human Services
Critical Incident Stress Management Training
EXHIBIT B**

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
 Critical Incident Stress Management Training
 EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, Bipartisan Safer Communities Act Center for Mental Health Block Grant, as awarded on October 17, 2022, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN #93.958, FAIN #B09SM087307.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Work, and in Table A per deliverable below:

Table A			
Activity/Deliverable	Deliverable Due Date*	Cost Per Deliverable	Total Amounts Paid Not to Exceed
One (1) 3-day, in-person training: Assisting Individuals in Crisis and Group Crisis Intervention	February 20-22, 2024	• \$14,900	\$14,900
One (1) 3-day, in-person training: Assisting Individuals in Crisis and Group Crisis Intervention	April 15-17, 2024	• \$14,900	\$14,900
One (1) 1-day, in-person and four (4) virtual trainings: De-escalation Skills for the Frontline: A Practical Approach.	March 11, 2024 In-person May 3, 2024 Remote July 8, 2024 - Remote September 6, 2024 Remote	• \$3,000 base cost (25 participants) per training • \$25 per person fee (over the base of 25 participants) x 20 participants	\$12,500
One (1) 2-day, in-person training: CISM: Application with Children	July 15-16, 2024	• \$6,700 base cost (25 participants) • \$150 per person fee (over the base of 25 participants) x 5 participants	\$7,450

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**New Hampshire Department of Health and Human Services
 Critical Incident Stress Management Training
 EXHIBIT C**

One (1) 2-day, in-person training: Advanced Group Crisis Intervention training	July 30-31, 2024	<ul style="list-style-type: none"> • \$6,700 base cost (25 participants) • \$150 per person fee (over the base of 25 participants) x 5 participants 	\$7,450
One (1) 2-day, in-person training: Advanced Assisting Individuals in Crisis	August 12-13, 2024	<ul style="list-style-type: none"> • \$6,700 base cost (25 participants) • \$150 per person fee (over the base of 25 participants) x 5 participants 	\$7,450
Administration of the CISM Certification of CISM Knowledge Exam for participants, identified and approved by the Department, who want to become CISM trainers	By September 30, 2024	<ul style="list-style-type: none"> • \$55 CISM Practical Review books per 30 participants • \$295 Exam fee per 30 participants 	\$10,500
*Deliverable due dates subject to change as determined by the Department		Total	\$75,150

4. Payment for said services shall be made as follows:
- 4.1. The Contractor shall submit invoices within twenty (20) days of the completion dates in Table A above for payment of accepted Deliverables according to the table.
 - 4.2. The Contractor shall ensure invoices are in a format specified by the Department and include detailed information, as follows:
 - 4.2.1. Identification of the completed Deliverables;
 - 4.2.2. The Deliverables due dates;
 - 4.2.3. The Deliverables completion dates; and
 - 4.2.4. The Deliverables acceptance dates.
 - 4.3. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:
 Financial Manager
 Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301
 - 4.4. Upon acceptance by the State of the Deliverable and a properly documented and approved invoice, the State shall make payment to the

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**New Hampshire Department of Health and Human Services
Critical Incident Stress Management Training
EXHIBIT C**

Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.

5. 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.
6. 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 Completion Date.
7. 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. 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.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. 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.

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**New Hampshire Department of Health and Human Services
Critical Incident Stress Management Training
EXHIBIT C**

- 8.3. 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.
- 8.4. 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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New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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 contract officer on whose contract activity the convicted employee was working, unless the Federal

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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- agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
- 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor 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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
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, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION C: 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) ^{as} <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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Exhibit D
Federal Requirements

Contractor's Initials RB
Date 1/9/2024

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS.

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS, WHISTLEBLOWER PROTECTIONS, CLEAN AIR AND CLEAN WATER ACT

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 subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

1. 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;
2. 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;
3. 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);
4. 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;
5. 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;
6. 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;
7. 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;
8. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
9. 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

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Exhibit D
Federal Requirements

Contractor's Initials RB
Date 1/9/2024

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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.

10. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

11. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

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Exhibit D
Federal Requirements

Contractor's Initials DS
Date 1/9/2024

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

As the Grantee 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: cqk4m58mjc35
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:

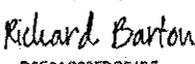
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

Contractor Name: Richard Barton

1/9/2024

Date: _____

DocuSigned by:

D5E3AC335DC54BE

Name: Richard Barton

Title: Chief Executive officer

DS


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Exhibit D
Federal Requirements

Contractor's Initials
Date 1/9/2024